


# Invitation to Bid

<b>Lallie Kemp Medical Center</b>			BIDS WILL BE PUBLICLY OPENED:
VENDOR NO. : SOLICITATION : <b>000364</b> OPENING DATE :			Return Bid in Envelope/Labels Provided to: Purchasing Department 52579 Hwy 51 South Independence LA 70443  BUYER : Maurer, Joyce BUYER PHONE : 985/878-1270 DATE ISSUED : 12/16/2009 REQ. NO : 0000485 FISCAL YEAR : 2010
From Req ID - 0000485			
<p style="text-align: center;">INSTRUCTIONS TO BIDDERS</p> <ol style="list-style-type: none"><li>1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.</li><li>2. FILL IN ALL BLANK SPACES.</li><li>3. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALIZED BY THE BIDDER.</li><li>4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D." REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.</li><li>5. SPECIFY YOUR PAYMENT TERMS: _____ . CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS</li></ol> <hr/> <p>BY SIGNING THIS BID, THE BIDDER CERTIFIES:</p> <ul style="list-style-type: none"><li>* THAT NEITHER THIS BUSINESS ENTITY NOR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS IS CURRENTLY LISTED AS EXCLUDED OR SANCTIONED BY EITHER THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, OFFICE OF INSPECTOR GENERAL (OIG) OR THE GENERAL SERVICES ADMINISTRATION (GSA).</li><li>* THAT IF THIS BUSINESS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEAR ON EITHER LISTING, MY BID WILL BE REJECTED.</li><li>* THAT IF AT ANY TIME DURING THE TERM OF THE CONTRACT AWARDED AS A RESULT OF THIS INVITATION TO BID, THIS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEARS ON EITHER LISTING, MY COMPANY WILL NOTIFY THE CONTRACTING AGENCY, AND THE CONTRACT WILL BE TERMINATED. THE CONTRACTING AGENCY WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SAID TERMINATION.</li></ul> <p>THE BIDDER FURTHER CERTIFIES:</p> <ul style="list-style-type: none"><li>* COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS, AND SPECIFICATIONS.</li><li>* THIS BID IS MADE WITHOUT COLLUSION OR FRAUD.</li><li>* THAT ALL TAXES DULY ASSESSED BY THE STATE OF LOUISIANA AND IT'S SUBDIVISIONS, INCLUDING FRANCHISE TAXES, PRIVILEGE TAXES, SALES TAXES AND ALL OTHER TAXES FOR WHICH THE FIRM IS LIABLE HAVE BEEN PAID.</li><li>* THAT IF MY BID IS ACCEPTED WITHIN _____ DAYS FROM BID CLOSING TIME, MY FIRM WILL FURNISH ANY OR ALL OF THE ITEMS (OR SECTIONS) AT THE PRICE OPPOSITE EACH ITEM (OR SECTION).</li><li>* DELIVERY WILL BE MADE WITHIN _____ DAYS AFTER RECEIPT OF ORDER.</li></ul>			
VENDOR PHONE NUMBER:		TITLE	DATE
FAX NUMBER:			
SIGNATURE OF AUTHORIZED BIDDER (MUST BE SIGNED)		NAME OF BIDDER (TYPED OR PRINTED)	

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<p>6. DESIRED DELIVERY: 10 DAYS ARO, UNLESS SPECIFIED ELSEWHERE</p> <p>7. TO ASSURE CONSIDERATION, ALL BIDS SHOULD BE SUBMITTED IN THE SPECIAL ENVELOPE, OR USE BID LABEL IF FURNISHED FOR THAT PURPOSE. IN THE EVENT YOUR BID CONTAINS BULKY SUBJECT MATERIAL, THE SPECIAL BID ENVELOPE SHOULD BE FIRMLY AFFIXED TO THE MAILING ENVELOPE.</p> <p>8. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.</p> <p>9. IMPORTANT: THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.31).</p> <p>10. INQUIRIES: ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE NUMBER AND ADDRESS SHOWN ABOVE.</p> <p>11. BID FORMS: ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, SHOULD BE SUBMITTED ON, AND IN ACCORDANCE WITH FORMS PROVIDED, PROPERLY SIGNED (SEE #31). BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED.</p> <p>12. STANDARDS OR QUALITY. ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS/HER BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.</p> <p>13. DESCRIPTIVE INFORMATION. BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID, INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR LSUHSC TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATION SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEMS(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.</p> <p>14. BID OPENING. BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING LSUHSC DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.</p> <p>15. AWARDS. AWARD WILL BE MADE TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER. LSUHSC RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUP, OR IN TOTAL, AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.</p> <p>16. PRICES. UNLESS OTHERWISE SPECIFIED BY LSUHSC IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH,</p>	

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<b>NUMBER : 000364</b> <b>OPEN DATE : TIME:</b>	<b>BIDDER:</b>
<p>BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.</p> <p>17.DELIVERIES. BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.</p> <p>18.TAXES. VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. LSUHSC AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.</p> <p>19.NEW PRODUCTS. UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.</p> <p>20.CONTRACT CANCELLATION. THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE INCLUDING BUT NOT LIMITED TO THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.</p> <p>21.DEFAULT OF CONTRACT. FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE UNIVERSITY HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE UNIVERSITY RESERVES THE RIGHT TO PURCHASE AN OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.</p> <p>22.ORDER OF PRIORITY. IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPEICAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.</p> <p>23.APPLICABLE LAW. ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.</p> <p>24.EQUAL OPPORTUNITY. BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES THAT HE/SHE WILL NOT DISCRIMINATE IN THE RENDERING OF SERVICES TO AND/OR EMPLOYMENT OF INDIVIDUALS BECAUSE OF RACE, COLOR, RELIGION, SEX, AGE, NATIONAL ORIGIN, HANDICAP, DISABILITY, VETERAN STATUS, OR ANY OTHER NON-MERIT FACTOR.</p> <p>25.SPECIAL ACCOMMODATIONS. ANY "QUALIFIED INDIVIDUAL WITH DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.</p> <p>26.IDEMNITY. CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO IDEMNIFY, AND HOLD HARMLESS, LSUHSC, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR,</p>	

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<p>ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE UNIVERSITY, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.</p> <p>27.INTERPRETATION OF DOCUMENT: ANY INTERPRETATION OF THE BID OR QUOTATION DOCUMENT WILL ONLY BE MADE BY AN ADDENDUM ISSUED IN WRITING BY THE PURCHASING DEPARTMENT. SUCH ADDENDUM WILL BE MAILED OR DELIVERED TO EACH PERSON RECEIVING A SET OF THE ORIGINAL BID OR QUOTATION DOCUMENTS. LSUHSC WILL NOT BE RESPONSIBLE FOR ANY OTHER EXPLANATION OR INTERPRETATION OF THE DOCUMENTS.</p> <p>28.ACCEPTANCE OF BID: ONLY THE ISSUANCE OF A PURCHASE ORDER OR A SIGNED CONTRACT CONSTITUTES ACCEPTANCE ON THE PART OF LSUHSC.</p> <p>29.ADHERENCE TO JCAHO STANDARDS: WHERE APPLICABLE, LSUHSC IS ACCREDITED BY THE JOINT COMMISSION ON ACCREDITATION OF HEALTHCARE ORGANIZATIONS AND AS SUCH ALL CONTRACTORS, SUBCONTRACTORS, AND VENDORS AGREE TO ADHERE TO THE APPLICABLE STANDARDS PROMULGATED BY THE COMMISSION.</p> <p>30.PREFERENCE: IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY. DO YOU CLAIM THIS PREFERENCE? YES _____ NO _____ SPECIFY THE LINE NUMBER (S) _____ SPECIFY LOCATION WITHIN LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED, PRODUCED, GROWN OR ASSEMBLED _____ (NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET.) DO YOU HAVE A LOUISIANA BUSINESS WORK FORCE? YES _____ NO _____ IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS? YES _____ NO _____ FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES. PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.</p> <p>31.SIGNATURE AUTHORITY. IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:</p> <p>31.1.A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR</p> <p>31.2.AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY AN ACCOMPANYING CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR</p> <p>31.3.AN INDIVIDUAL LISTED ON THE STATE OF LOUISIANA BIDDER'S APPLICATION AS AUTHORIZED TO EXECUTE BIDS. BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH THE ABOVE.</p> <p>32. CODE OF CONDUCT</p> <p>32.1.THE CODE OF CONDUCT OF THE LSU HEALTH SCIENCES CENTER - HEALTH CARE SERVICES DIVISION (HCSD) PROVIDES THE GUIDING STANDARDS FOR OUR DECISIONS AND ACTIONS AS MEMBERS OF THE HCSD. ALTHOUGH THE CODE CAN NEITHER COVER EVERY SITUATION IN THE DAILY CONDUCT OF OUR VARIED ACTIVITIES, NOR SUBSTITUTE FOR COMMON SENSE, INDIVIDUAL JUDGMENT OR PERSONAL INTEGRITY; IT IS THE DUTY OF EACH OFFICER, DIRECTOR, EMPLOYEE, LEASED EMPLOYEE, STUDENT AND AGENT ("PERSONNEL") OF THE HCSD TO ADHERE, WITHOUT EXCEPTION, TO THE PRINCIPLES SET</p>	

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<p>FORTH HEREIN. ALL PERSONNEL OF THE HCSD ARE SUBJECT TO AND SHALL COMPLY WITH THE TERMS OF THIS CODE OF CONDUCT.</p> <p>32.2.HCSD PERSONNEL, AS DEFINED ABOVE, SHALL COMPLY WITH ALL APPLICABLE STATE AND FEDERAL LAWS, REGULATIONS, AND HCSD POLICIES. THIS INCLUDES, BUT IS NOT LIMITED TO, COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA) PERTAINING TO PRIVACY AND INFORMATION SECURITY, AS WELL AS, THE DEFICIT REDUCTION ACT OF 2005 PERTAINING TO THE DETECTION AND PREVENTION OF FRAUD WASTE AND ABUSE AND RIGHTS OF EMPLOYEES TO BE PROTECTED AS WHISTLEBLOWERS UNDER THE FALSE CLAIMS ACT.</p> <p>32.3.HCSD PERSONNEL SHALL CONDUCT ALL ACTIVITIES IN ACCORDANCE WITH THE HIGHEST ETHICAL STANDARDS OF THE STATE, THE COMMUNITY, AND THEIR RESPECTIVE PROFESSIONS, IN A MANNER THAT UPHOLDS HCSD'S REPUTATION AND STANDING.</p> <p>32.4.HCSD PERSONNEL HAVE A DUTY TO AVOID CONFLICTS OF INTEREST AND MAY NOT USE THEIR POSITIONS OR AFFILIATION WITH THE HCSD FOR PERSONAL BENEFIT.</p> <p>32.5.HCSD PERSONNEL SHALL STRIVE TO ATTAIN THE HIGHEST STANDARD OF PATIENT CARE AS STATED IN THE HCSD MISSION.</p> <p>32.6.THE HCSD SHALL PROVIDE EQUAL OPPORTUNITY AND PERSONNEL SHALL RESPECT THE DIGNITY OF ALL PATIENTS AND PERSONNEL.</p> <p>32.7.HCSD PERSONNEL MUST UPHOLD THE HIGHEST MORAL AND ETHICAL STANDARDS IN EDUCATION OF HEALTH PROFESSIONALS AND HEALTH RELATED RESEARCH.</p> <p>32.8.HCSD PERSONNEL SHALL MAINTAIN PROPER ACCURATE AND COMPLETE RECORDS AND A RELATIONSHIP OF INTEGRITY WITH ALL PAYOR SOURCES.</p> <p>32.9.ALL BUSINESS PRACTICES OF THE HCSD AND ITS PERSONNEL SHALL BE CONDUCTED WITH HONESTY AND INTEGRITY.</p> <p>32.10.HCSD SHALL HAVE PROPER REGARD FOR HEALTH AND SAFETY FOR ITS PERSONNEL AND PATIENTS.</p> <p>32.11.THE CODE OF CONDUCT IS THE FUNDAMENTAL BASIS FOR THE OPERATION AND ACTIVITIES OF THE HCSD.</p> <p>32.12.HOW TO REPORT A SUSPECTED VIOLATION OF THE CODE A SUSPECTED VIOLATION OF THE CODE OF CONDUCT MAY BE REPORTED WITH ALL PERTINENT INFORMATION TO YOUR IMMEDIATE SUPERVISOR. SUCH MATTERS MAY ALSO BE REPORTED DIRECTLY TO THE COMPLIANCE DEPARTMENT. IN EITHER CASE,THIS REPORTING MAY BE DONE WITHOUT FEAR OF RETALIATION.</p> <p>HCSD COMPLIANCE OFFICE 225-922-0572</p> <p>COMPLIANCE ACCESS LINE AT 1- 800-735-1185.</p> <p>32.13.REPORTS TO THE COMPLIANCE OFFICE OR ACCESS LINE MAY BE ANONYMOUS AND WILL BE MAINTAINED ON A CONFIDENTIAL BASIS AS ALLOWED BY LAW.</p> <p>32.14.VIEW THE ENTIRE HCSD CODE OF CONDUCT AT</p> <p><a href="http://WWW.LSUHOSPITALS.ORG/POLICIES/PUBLIC/DEFAULT.ASP">HTTP://WWW.LSUHOSPITALS.ORG/POLICIES/PUBLIC/DEFAULT.ASP</a> FROM THE RIGHT SIDE OF THE PAGE CLICK ON 8500 COMPLIANCE AND THEN 8501-07 CODE OF CONDUCT.</p> <p>33. CORPORATE BUSINESS INTEREST</p> <p>33.1.ALL VENDORS AND/OR BIDDERS SHALL BE REQUIRED TO PROVIDE INFORMATION REGARDING VENDOR AND/OR BIDDER'S BUSINESS STRUCTURE, MEMBERS, OR THOSE WITH A FINANCIAL INTEREST IN VENDOR AND/OR BIDDER'S BUSINESS SHOULD THAT INFORMATION BE REQUESTED BY LSUHCSD. ANY FAILURE BY VENDOR AND/OR BIDDER TO PROVIDE THE REQUESTED INFORMATION MAY BE CAUSE TO TERMINATE THE CONTRACT OR TO CONSIDER THE BID AS NONRESPONSIVE. THIS INFORMATION</p>	

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<p>SHOULD BE SUBMITTED WITH BID; IF NOT SUBMITTED WITH BID, IT MUST BE SUBMITTED WITHIN 3 DAYS OF REQUEST OR BID MAY BE REJECTED. ADDITIONALLY, VENDOR AND/OR BIDDER SHALL UPDATE THIS INFORMATION SHOULD THERE BE ANY CHANGE IN THE CORPORATE STRUCTURE AND/OR OWNERSHIP OF VENDOR AND/OR BIDDER'S COMPANY.</p> <p>33.2.VENDORS AND/OR BIDDERS SHALL DO THEIR BEST TO PREVENT ANY CONFLICTED RELATIONSHIPS OR CONFLICTS OF INTEREST WITH LSUHCS D PERSONNEL IN CONNECTION WITH THIS BID. FURTHER, VENDORS AND/OR BIDDERS SHALL NOT USE ANY EXISTING CONFLICTED PERSONAL RELATIONSHIPS WITH LSUHCS D PERSONNEL AS AN ADVANTAGE IN THE BID OF AND/OR AWARD OF THIS CONTRACT.</p> <p>33.3.THE CODE OF CONDUCT CONTAINED IN THE INVITATION TO BID SHALL BE APPLICABLE TO VENDOR AND/OR BIDDER, ITS EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AND THEIR EMPLOYEES AS IF THEY WERE EMPLOYEES OF LSUHCS D.</p>	

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<p>EFFECTIVE FOR THE PERIOD BEGINNING JANUARY 1, 2010 THROUGH JUNE 30, 2010</p> <p>ON-SITE JOB VISIT REQUIRED.</p> <p>STANDARD TERMS AND CONDITION OF MAINTENANCE AGREEMENT: INITIAL CLEANING UPON AWARD OF BID, TO INCLUDE ALL PARTS,LABOR,MAINTENANCE KITS, AND TRAVEL</p> <p>VENDOR SHALL PROVIDE A CERTIFIED HP TECHNICIAN WITH PROOF OF CERTIFICATION.</p> <p>IN THE EVENT A PRINTER IS FOUND TO BE BROKEN, DOCUMENTATION SHALL BE PROVIDED WITH REASONS LISTED THAT IT CANNOT BE REPAIRED TO CHUCK TATE.</p> <p>LKMC WILL REQUIRE A "LOANER PRINTER" UNTIL BROKEN ONE IS FIXED OR REPLACED.</p> <p>THE AWARDED VENDOR WILL BE THE ONLY VENDOR TO PERFORM MAINTENANCE ON THE EQUIPMENT. NO PART OF THIS CONTRACT CAN BE SUB-CONTRACTED OUT.</p> <p>RESPONSE TIME: IN THE EVENT MAINTENANCE IS NEEDED VENDOR SHALL BE ON-SITE WITHIN ONE (1) BUSINESS DAY; LKMC HOURS 8 TO 4:30 UNLESS SPECIFIED. EMERGENCY RESPONSE IF NEEDED IS WITHIN 4 HOURS.</p> <p>VENDOR TO PROVIDE A POINT OF CONTACT FOR IT STAFF TO REPORT PROBLEMS.</p> <p>IF A REPLACEMENT PRINTER IS BOUGHT BY LKMC, MAINTENANCE TRANSFERS TO THE NEW PRINTER.</p> <p>TONERS:</p> <p>ALL PRINTER CARTRIDGES SHALL BE THE BRAND AS SPECIFIED ON EACH LINE OR AS EQUAL</p> <p>ALL CARTRIDGES MUST PROVIDE THE SAME NUMBER OF PRINTED PAGES AS BRAND NAME ONES.</p> <p>IF BIDDING OTHER THAN SPECIFIED, SUFFICIENT INFORMATION SHOULD BE ENCLOSED WITH THE BID IN ORDER TO DETERMINE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS.</p> <p>IF REQUESTED, LITERATURE AND/OR SPECIFICATIONS MUST BE SUBMITTED WITHIN SEVEN (7) DAYS. FAILURE TO COMPLY WITH THIS REQUEST MAY ELIMINATE YOUR BID FROM CONSIDERATION.</p> <p>AWARD TO BE MADE ON AN ALL OR NONE BASIS.</p> <p>ORDERED TONER CARTRIDGES DELIVERED TO THE WAREHOUSE BY STANDARD NEXT DAY DELIVERY. ALL CARTRIDGES TO BE LABELED BOTH ON THE CARTRIDGE AND BOX.</p> <p>IF A SUBSTITIUTE IS MADE BY THE VENDOR AT A HIGHER PRICE, LKMC WILL NOT BE INVOICED THE HIGHER PRICE.</p> <p>IF A NEW CARTRIDGE IS RECEIVED DAMAGED, VENDOR WILL RETURN IT AND REPLACE IT FREE OF CHARGE.</p> <p>AWARDED VENDOR WILL PICK-UP OR PROVIDE PREPAID SHIPPING FOR ALL EMPTY CARTRIDGES.</p>	

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<p>THIS CONTRACT MAY BE EXTENDED FOR AN ADDITIONAL 36 MONTHS AT THE SAME TERMS AND CONDITONS IF BOTH PARTIES AGREE.</p> <p>THE QUANTITIES LISTED ARE ESTIMATED. IN THE EVENT A GREATER OF LESSER QUANTITY IS NEEDED, LKMC RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT AT THE SAME UNIT PRICE.</p> <p>LKMC RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH A THIRTY DAY WRITTEN NOTICE.</p> <p>CONTRACTOR'S LIABILITY INSURANCE</p> <p>PROOF OF INSURANCE SHOULD BE SUPPLIED WITH THE BID AND WILL BE REQUIRED BEFORE WORK CAN COMMENCE.</p> <p>INSURANCE COVERAGE SPECIFIED BELOW SHALL BE FURNISHED WITH THE FOLLOWING MINIMUM LIMITS:</p> <p>COMPENSATION INSURANCE: THE CONTRACTOR AND SUBCONTRACTORS SHALL TAKE AND MAINTAIN DURING THE LIFE OF THE CONTRACT WORKMAN'S COMPENSATION INSURANCE FOR ALL OF THEIR EMPLOYEES EMPLOYED AT THE SITE OF THE PROJECT. IN CASE ANY CLASS OF EMPLOYEES ENGAGED IN HAZARDOUS WORK UNDER THE WORKMAN'S COMPENSATION STATUTE, THE CONTRACTOR AND SUBCONTRACTOR SHALL PROVIDE EMPLOYER'S LIABILITY INSURANCE FOR THE PROTECTION OF THEIR EMPLOYEES NOT OTHERWISE PROTECTED.</p> <p>PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE: COMPREHENSIVE PUBLIC GENERAL LIABLITY INSURANCE, INCLUDING BUT NOT LIMITED TO BODILY INJURY, PROPERTY DAMAGE, CONTRACTUAL LIABILITY, PRODUCTS LIABILITY, COMPLETED OPERATIONS AND OWNER'S PROTECTIVE LIABILITY WITH COMBINED SINGLE LIMITS OF \$500,000 PER OCCURRENCE WITH A MINIMUM AGGREGATE OF \$1,000,000.</p> <p>LICENSED AND NON-LICENSED MOTOR VEHICLES: THE CONTRACTOR SHALL TAKE OUT AND MAINTAIN DURING THE LIFE OF THE CONTRACT, AUTOMOBILE PUBLIC LIABILITY INSURANCE IN AN AMOUNT NOT LESS THAN COMBINED SINGLE LIMITS OF \$500,000 PER OCCURRENCE FOR BODILY INJURY/PROPERTY DAMAGE. IF ANY NON-LICENSED MOTOR VEHICLES ARE ENGAGED IN OPERATIONS WITHIN THE TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO PERFORM THEREUNDER, SUCH INSURANCE SHALL COVER THE USE OF ALL SUCH MOTOR VEHICLES ENGAGED IN OPERATING WITHIN THE TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO BE PERFORMED THEREUNDER, UNLESS SUCH COVERAGE IS INCLUDED IN THE INSURANCE SPECIFIED.</p> <p>EACH INSURANCE POLICY REQUIRED BY THIS CLAUSE SHALL BE ENDORSED TO STATE THAT COVERAGE SHALL NOT BE SUSPENDED, VOIDED, CANCELED BY EITHER PARTY, OR REDUCED IN COVERAGE OR IN LIMITS, EXCEPT AFTER THIRTY (30) DAYS' PRIOR WRITTEN NOTICE BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, HAS BEEN GIVEN TO THE AGENCY</p> <p>SUBMITTAL OF ANY TERMS AND CONDITIONS CONTRARY TO THOSE OF LSUHSC MAY CAUSE YOUR BID TO BE REJECTED. BY SIGNING BELOW, TERMS AND CONDITIONS WHICH MAY BE INCLUDED IN YOUR BID ARE NULLIFIED, AND CONTRACTOR AGREES THAT THIS CONTRACT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.</p> <p>_____</p> <p>BIDDER MUST SIGN IN INK</p>	

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<b>SPECIAL TERMS &amp; CONDITIONS</b>	Page 9 of 14
<b>NUMBER : 000364</b> <b>OPEN DATE : TIME:</b>	<b>BIDDER:</b>
<p>THE CONTINUATION OF THIS CONTRACT IS CONTINGENT UPON THE CONTINUATION OF AN APPROPRIATION OF FUNDS TO FULFILL THE REQUIREMENTS OF THE CONTRACT BY THE LEGISLATURE. IF THE LEGISLATURE FAILS TO APPROPRIATE SUFFICIENT MONIES TO PROVIDE FOR THE CONTINUATION OF THE CONTRACT, OR IF SUCH APPROPRIATION IS REDUCED BY THE VETO OF THE GOVERNOR OR BY ANY MEANS PROVIDED IN THE APPROPRIATIONS ACT OR TITLE 39 OF THE LOUISIANA REVISED STATUTES OF 1950 TO PREVENT THE TOTAL APPROPRIATIONS FOR THE YEAR FROM EXCEEDING REVENUES FOR THAT YEAR, OR FOR ANY OTHER LAWFUL PURPOSE, AND THE EFFECT OF SUCH REDUCTION IS TO PROVIDE INSUFFICIENT MONIES FOR THE CONTINUATION OF THE CONTRACT, THE CONTRACT SHALL TERMINATE ON THE DATE OF THE BEGINNING OF THE FIRST FISCAL YEAR FOR WHICH FUNDS ARE NOT APPROPRIATED.</p> <p>WHEN APPLICABLE, AND IF NECESSARY TO COMPLY WITH THE HIPAA PRIVACY RULE, THE SUCCESSFUL VENDOR WILL BE REQUIRED TO EXECUTE OUR BUSINESS ASSOCIATE ADDENDUM, WHICH MUST BE RETURNED WITHIN TEN (10) DAYS AFTER REQUEST</p>	

# Invitation to Bid

<b>PRICE SHEET</b>		Page 10 of 14			
<b>NUMBER : 000364</b> <b>OPEN DATE :                      TIME:</b>		<b>BIDDER:</b>			
<b>UNLESS SPECIFIED ELSEWHERE SHIP TO:</b> <b>52579 Highway 51 South</b> <b>Independence LA 70443</b>					
Line No.	Description			Unit Price	Extended Amount
1	TONER CARTRIDGE M410  Specify brand, model bid(if applicable) _____	10.00	EA	_____	_____
2	TONER CARTRIDGE HP C4096A  Specify brand, model bid(if applicable) _____	30.00	EA	_____	_____
3	TONER CARTRIDGE #C4127A  Specify brand, model bid(if applicable) _____	90.00	EA	_____	_____
4	TONER CARTRIDGE HP 92298  Specify brand, model bid(if applicable) _____	12.00	EA	_____	_____
5	AMERICAN PATRIOT (PART #C4182X/A)TONER CARTRIDGE FOR HP LASERJET 8100/8150 SERIES  Specify brand, model bid(if applicable) _____	10.00	EA	_____	_____
6	TONER CARTRIDGE HP #Q5942A  Specify brand, model bid(if applicable) _____	50.00	EA	_____	_____
7	TONER CARTRIDGE HP #Q1338A  Specify brand, model bid(if applicable) _____	60.00	EA	_____	_____
8	TONER CARTRIDGE, BROTHER MODEL TN570 USED IN PYXIS MACHINES  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____

# Invitation to Bid

<b>PRICE SHEET</b>		Page 11 of 14			
<b>NUMBER : 000364</b> <b>OPEN DATE : TIME:</b>		<b>BIDDER:</b>			
<b>UNLESS SPECIFIED ELSEWHERE SHIP TO:</b> <b>52579 Highway 51 South</b> <b>Independence LA 70443</b>					
Line No.	Description			Unit Price	Extended Amount
9	CARTRIDGE TONER HP LASER JET 1320 #Q5949A  Specify brand, model bid(if applicable) _____	25.00	EA	_____	_____
10	TONER CARTRIDGE HP Q6470A BLACK  Specify brand, model bid(if applicable) _____	14.00	EA	_____	_____
11	TONER CARTRIDGE Q2670A BLK HP3500  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____
12	TONER CARTRIDGE Q2681A CYN HP3700  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____
13	TONER CARTRIDGE Q2682A YEL HP3700  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____
14	TONER CARTRIDGE Q2683A MAG HP3700  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____
15	TONER CARTRIDGE HP Q6471A CYAN  Specify brand, model bid(if applicable) _____	10.00	EA	_____	_____
16	TONER CARTRIDGE HP Q6472A YELLOW  Specify brand, model bid(if applicable) _____	12.00	EA	_____	_____
17	TONER CARTRIDGE HP Q6473A MAGENTA  Specify brand, model bid(if applicable) _____	9.00	EA	_____	_____

# Invitation to Bid

<b>PRICE SHEET</b>		Page 12 of 14			
<b>NUMBER : 000364</b> <b>OPEN DATE :                      TIME:</b>		<b>BIDDER:</b>			
<b>UNLESS SPECIFIED ELSEWHERE SHIP TO:</b>  <b>52579 Highway 51 South</b> <b>Independence LA 70443</b>					
Line No.	Description			Unit Price	Extended Amount
	Specify brand, model bid(if applicable) _____				
18	TONER CARTRIDGE Q3961A CYN HP2840  Specify brand, model bid(if applicable) _____	6.00	EA	_____	_____
19	TONER CARTRIDGE Q3962A YEL HP2840  Specify brand, model bid(if applicable) _____	6.00	EA	_____	_____
20	TONER CARTRIDGE Q3963A MAG HP2840  Specify brand, model bid(if applicable) _____	6.00	EA	_____	_____
21	TONER CARTRIDGE Q3960A BLK HP2840  Specify brand, model bid(if applicable) _____	6.00	EA	_____	_____
22	Laser Toner Cartridge, HP 92A (C4092A), Hewlett Packard Black  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____
23	Laser Toner Cartridge, HP 61X (C8061X) Black  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____
24	Laser Toner Cartridge, HP 53A (Q7553A) BLACK  Specify brand, model bid(if applicable) _____	10.00	EA	_____	_____
25	Laser Toner Cartridge, HP 39A (Q1339A) BLACK	5.00	EA	_____	_____


# Invitation to Bid

<b>PRICE SHEET</b>		Page 13 of 14			
<b>NUMBER : 000364</b> <b>OPEN DATE :                      TIME:</b>		<b>BIDDER:</b>			
<b>UNLESS SPECIFIED ELSEWHERE SHIP TO:</b>  <b>52579 Highway 51 South</b> <b>Independence LA 70443</b>					
Line No.	Description			Unit Price	Extended Amount
	Specify brand, model bid(if applicable) _____				
26	TONER CARTRIDGE LEXMARK #12A7365  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____
27	HP Color LaserJet CC530A Black Print Cartridge with ColorSphere Toner  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____
28	HP Color LaserJet CC531A Cyan Print Cartridge with ColorSphere Toner  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____
29	HP Color LaserJet CC532A Yellow Print Cartridge with ColorSphere Toner  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____
30	HP Color LaserJet CC533A Magenta Print Cartridge with ColorSphere Toner  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____
31	HP LaserJet 64A Black Print Cartridge (CC364A)  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____
32	Lexmark High Yield Black Toner Cartridge - T650H21A  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____

# Invitation to Bid

PRICE SHEET		Page 14 of 14			
NUMBER : 000364		BIDDER:			
OPEN DATE : TIME:					
<p>UNLESS SPECIFIED ELSEWHERE SHIP TO:</p> <p>52579 Highway 51 South Independence LA 70443</p>					
Line No.	Description			Unit Price	Extended Amount
33	<p>MAINTENANCE ON ALL PRINTERS LOCATED IN THE HOSPITAL AND NUMBER OF EACH LISTED BELOW:</p> <p>Specify brand, model bid(if applicable)</p> <p>_____</p> <p>VENDOR SHALL SUPPLY ALL LABOR, SUPPLIES, TOOLS AND EQUIPMENT NECESSARY TO PROVIDE MAINTENANCE SERVICE ON ALL THE PRINTERS LOCATED IN THE HOSPITAL AND OTHER HOSPITAL BUILDINGS AT LAKMC IN ACCORDANCE WITH THE ATTACHED TERMS, CONDITIONS, AND SPECIFICATIONS.</p> <p>PRINTERS REQUIRING MAINTENANCE AND THE QUANTITY OF EACH ARE AS FOLLOWS:</p> <p>MAKE, MODEL AND QUANTITY OF EACH</p> <p>HP 4 - 1</p> <p>HP 5 - 5</p> <p>HP 1320 - 8</p> <p>HP 2100 - 13</p> <p>HP 2840 - 1</p> <p>HP 3200 - 1</p> <p>HP 3600 - 5</p> <p>HP 3700 - 1</p> <p>HP 4000 - 16</p> <p>HP 4050 - 9</p> <p>HP 4100 - 1</p> <p>HP 4200 - 23</p> <p>HP 4250 - 16</p> <p>HP 8100 - 1</p> <p>HP 8150 - 2</p> <p>HP CP2025 - 1</p> <p>HP P2015 - 5</p> <p>HP 4300 - 1</p> <p>HP 4015 - 1</p> <p>LEXMARK M410 - 2</p> <p>LEXMARK T632 - 1</p> <p>LEXMARK T652 - 1</p>	6.00	MO		

# Invitation to Bid

<b>Lallie Kemp Medical Center</b>			BIDS WILL BE PUBLICLY OPENED:
VENDOR NO. : SOLICITATION : <b>000364</b> OPENING DATE :			Return Bid in Envelope/Labels Provided to: Purchasing Department <b>52579 Hwy 51 South</b> <b>Independence LA 70443</b>  BUYER : Maurer, Joyce BUYER PHONE : 985/878-1270 DATE ISSUED : 12/16/2009 REQ. NO : 0000485 FISCAL YEAR : 2010
From Req ID - 0000485			
<p style="text-align: center;">INSTRUCTIONS TO BIDDERS</p> <ol style="list-style-type: none"><li>1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.</li><li>2. FILL IN ALL BLANK SPACES.</li><li>3. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALIZED BY THE BIDDER.</li><li>4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D." REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.</li><li>5. SPECIFY YOUR PAYMENT TERMS: _____ . CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS</li></ol> <hr/> <p>BY SIGNING THIS BID, THE BIDDER CERTIFIES:</p> <ul style="list-style-type: none"><li>* THAT NEITHER THIS BUSINESS ENTITY NOR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS IS CURRENTLY LISTED AS EXCLUDED OR SANCTIONED BY EITHER THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, OFFICE OF INSPECTOR GENERAL (OIG) OR THE GENERAL SERVICES ADMINISTRATION (GSA).</li><li>* THAT IF THIS BUSINESS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEAR ON EITHER LISTING, MY BID WILL BE REJECTED.</li><li>* THAT IF AT ANY TIME DURING THE TERM OF THE CONTRACT AWARDED AS A RESULT OF THIS INVITATION TO BID, THIS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEARS ON EITHER LISTING, MY COMPANY WILL NOTIFY THE CONTRACTING AGENCY, AND THE CONTRACT WILL BE TERMINATED. THE CONTRACTING AGENCY WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SAID TERMINATION.</li></ul> <p>THE BIDDER FURTHER CERTIFIES:</p> <ul style="list-style-type: none"><li>* COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS, AND SPECIFICATIONS.</li><li>* THIS BID IS MADE WITHOUT COLLUSION OR FRAUD.</li><li>* THAT ALL TAXES DULY ASSESSED BY THE STATE OF LOUISIANA AND IT'S SUBDIVISIONS, INCLUDING FRANCHISE TAXES, PRIVILEGE TAXES, SALES TAXES AND ALL OTHER TAXES FOR WHICH THE FIRM IS LIABLE HAVE BEEN PAID.</li><li>* THAT IF MY BID IS ACCEPTED WITHIN _____ DAYS FROM BID CLOSING TIME, MY FIRM WILL FURNISH ANY OR ALL OF THE ITEMS (OR SECTIONS) AT THE PRICE OPPOSITE EACH ITEM (OR SECTION).</li><li>* DELIVERY WILL BE MADE WITHIN _____ DAYS AFTER RECEIPT OF ORDER.</li></ul>			
VENDOR PHONE NUMBER:		TITLE	DATE
FAX NUMBER:			
SIGNATURE OF AUTHORIZED BIDDER (MUST BE SIGNED)		NAME OF BIDDER (TYPED OR PRINTED)	

# Invitation to Bid

<b>STANDARD TERMS &amp; CONDITIONS</b>	Page 2 of 14
<b>NUMBER : 000364</b> <b>OPEN DATE : TIME:</b>	<b>BIDDER:</b>
<p>6. DESIRED DELIVERY: 10 DAYS ARO, UNLESS SPECIFIED ELSEWHERE</p> <p>7. TO ASSURE CONSIDERATION, ALL BIDS SHOULD BE SUBMITTED IN THE SPECIAL ENVELOPE, OR USE BID LABEL IF FURNISHED FOR THAT PURPOSE. IN THE EVENT YOUR BID CONTAINS BULKY SUBJECT MATERIAL, THE SPECIAL BID ENVELOPE SHOULD BE FIRMLY AFFIXED TO THE MAILING ENVELOPE.</p> <p>8. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.</p> <p>9. IMPORTANT: THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.31).</p> <p>10. INQUIRIES: ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE NUMBER AND ADDRESS SHOWN ABOVE.</p> <p>11. BID FORMS: ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, SHOULD BE SUBMITTED ON, AND IN ACCORDANCE WITH FORMS PROVIDED, PROPERLY SIGNED (SEE #31). BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED.</p> <p>12. STANDARDS OR QUALITY. ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS/HER BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.</p> <p>13. DESCRIPTIVE INFORMATION. BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID, INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR LSUHSC TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATION SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEMS(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.</p> <p>14. BID OPENING. BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING LSUHSC DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.</p> <p>15. AWARDS. AWARD WILL BE MADE TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER. LSUHSC RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUP, OR IN TOTAL, AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.</p> <p>16. PRICES. UNLESS OTHERWISE SPECIFIED BY LSUHSC IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH,</p>	

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<b>NUMBER : 000364</b> <b>OPEN DATE : TIME:</b>	<b>BIDDER:</b>
<p>BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.</p> <p>17.DELIVERIES. BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.</p> <p>18.TAXES. VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. LSUHSC AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.</p> <p>19.NEW PRODUCTS. UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.</p> <p>20.CONTRACT CANCELLATION. THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE INCLUDING BUT NOT LIMITED TO THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.</p> <p>21.DEFAULT OF CONTRACT. FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE UNIVERSITY HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE UNIVERSITY RESERVES THE RIGHT TO PURCHASE AN OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.</p> <p>22.ORDER OF PRIORITY. IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPEICAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.</p> <p>23.APPLICABLE LAW. ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.</p> <p>24.EQUAL OPPORTUNITY. BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES THAT HE/SHE WILL NOT DISCRIMINATE IN THE RENDERING OF SERVICES TO AND/OR EMPLOYMENT OF INDIVIDUALS BECAUSE OF RACE, COLOR, RELIGION, SEX, AGE, NATIONAL ORIGIN, HANDICAP, DISABILITY, VETERAN STATUS, OR ANY OTHER NON-MERIT FACTOR.</p> <p>25.SPECIAL ACCOMMODATIONS. ANY "QUALIFIED INDIVIDUAL WITH DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.</p> <p>26.IDEMNITY. CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO IDEMNIFY, AND HOLD HARMLESS, LSUHSC, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR,</p>	

# Invitation to Bid

<b>STANDARD TERMS &amp; CONDITIONS</b>	Page 4 of 14
<b>NUMBER : 000364</b> <b>OPEN DATE : TIME:</b>	<b>BIDDER:</b>
<p>ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE UNIVERSITY, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.</p> <p>27.INTERPRETATION OF DOCUMENT: ANY INTERPRETATION OF THE BID OR QUOTATION DOCUMENT WILL ONLY BE MADE BY AN ADDENDUM ISSUED IN WRITING BY THE PURCHASING DEPARTMENT. SUCH ADDENDUM WILL BE MAILED OR DELIVERED TO EACH PERSON RECEIVING A SET OF THE ORIGINAL BID OR QUOTATION DOCUMENTS. LSUHSC WILL NOT BE RESPONSIBLE FOR ANY OTHER EXPLANATION OR INTERPRETATION OF THE DOCUMENTS.</p> <p>28.ACCEPTANCE OF BID: ONLY THE ISSUANCE OF A PURCHASE ORDER OR A SIGNED CONTRACT CONSTITUTES ACCEPTANCE ON THE PART OF LSUHSC.</p> <p>29.ADHERENCE TO JCAHO STANDARDS: WHERE APPLICABLE, LSUHSC IS ACCREDITED BY THE JOINT COMMISSION ON ACCREDITATION OF HEALTHCARE ORGANIZATIONS AND AS SUCH ALL CONTRACTORS, SUBCONTRACTORS, AND VENDORS AGREE TO ADHERE TO THE APPLICABLE STANDARDS PROMULGATED BY THE COMMISSION.</p> <p>30.PREFERENCE: IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY. DO YOU CLAIM THIS PREFERENCE? YES _____ NO _____ SPECIFY THE LINE NUMBER (S) _____ SPECIFY LOCATION WITHIN LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED, PRODUCED, GROWN OR ASSEMBLED _____ (NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET.) DO YOU HAVE A LOUISIANA BUSINESS WORK FORCE? YES _____ NO _____ IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS? YES _____ NO _____ FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES. PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.</p> <p>31.SIGNATURE AUTHORITY. IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:</p> <p>31.1.A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR</p> <p>31.2.AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY AN ACCOMPANYING CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR</p> <p>31.3.AN INDIVIDUAL LISTED ON THE STATE OF LOUISIANA BIDDER'S APPLICATION AS AUTHORIZED TO EXECUTE BIDS. BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH THE ABOVE.</p> <p>32. CODE OF CONDUCT</p> <p>32.1.THE CODE OF CONDUCT OF THE LSU HEALTH SCIENCES CENTER - HEALTH CARE SERVICES DIVISION (HCSD) PROVIDES THE GUIDING STANDARDS FOR OUR DECISIONS AND ACTIONS AS MEMBERS OF THE HCSD. ALTHOUGH THE CODE CAN NEITHER COVER EVERY SITUATION IN THE DAILY CONDUCT OF OUR VARIED ACTIVITIES, NOR SUBSTITUTE FOR COMMON SENSE, INDIVIDUAL JUDGMENT OR PERSONAL INTEGRITY; IT IS THE DUTY OF EACH OFFICER, DIRECTOR, EMPLOYEE, LEASED EMPLOYEE, STUDENT AND AGENT ("PERSONNEL") OF THE HCSD TO ADHERE, WITHOUT EXCEPTION, TO THE PRINCIPLES SET</p>	

# Invitation to Bid

<b>STANDARD TERMS &amp; CONDITIONS</b>	Page 5 of 14
<b>NUMBER : 000364</b> <b>OPEN DATE : TIME:</b>	<b>BIDDER:</b>
<p>FORTH HEREIN. ALL PERSONNEL OF THE HCSD ARE SUBJECT TO AND SHALL COMPLY WITH THE TERMS OF THIS CODE OF CONDUCT.</p> <p>32.2.HCSD PERSONNEL, AS DEFINED ABOVE, SHALL COMPLY WITH ALL APPLICABLE STATE AND FEDERAL LAWS, REGULATIONS, AND HCSD POLICIES. THIS INCLUDES, BUT IS NOT LIMITED TO, COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA) PERTAINING TO PRIVACY AND INFORMATION SECURITY, AS WELL AS, THE DEFICIT REDUCTION ACT OF 2005 PERTAINING TO THE DETECTION AND PREVENTION OF FRAUD WASTE AND ABUSE AND RIGHTS OF EMPLOYEES TO BE PROTECTED AS WHISTLEBLOWERS UNDER THE FALSE CLAIMS ACT.</p> <p>32.3.HCSD PERSONNEL SHALL CONDUCT ALL ACTIVITIES IN ACCORDANCE WITH THE HIGHEST ETHICAL STANDARDS OF THE STATE, THE COMMUNITY, AND THEIR RESPECTIVE PROFESSIONS, IN A MANNER THAT UPHOLDS HCSD'S REPUTATION AND STANDING.</p> <p>32.4.HCSD PERSONNEL HAVE A DUTY TO AVOID CONFLICTS OF INTEREST AND MAY NOT USE THEIR POSITIONS OR AFFILIATION WITH THE HCSD FOR PERSONAL BENEFIT.</p> <p>32.5.HCSD PERSONNEL SHALL STRIVE TO ATTAIN THE HIGHEST STANDARD OF PATIENT CARE AS STATED IN THE HCSD MISSION.</p> <p>32.6.THE HCSD SHALL PROVIDE EQUAL OPPORTUNITY AND PERSONNEL SHALL RESPECT THE DIGNITY OF ALL PATIENTS AND PERSONNEL.</p> <p>32.7.HCSD PERSONNEL MUST UPHOLD THE HIGHEST MORAL AND ETHICAL STANDARDS IN EDUCATION OF HEALTH PROFESSIONALS AND HEALTH RELATED RESEARCH.</p> <p>32.8.HCSD PERSONNEL SHALL MAINTAIN PROPER ACCURATE AND COMPLETE RECORDS AND A RELATIONSHIP OF INTEGRITY WITH ALL PAYOR SOURCES.</p> <p>32.9.ALL BUSINESS PRACTICES OF THE HCSD AND ITS PERSONNEL SHALL BE CONDUCTED WITH HONESTY AND INTEGRITY.</p> <p>32.10.HCSD SHALL HAVE PROPER REGARD FOR HEALTH AND SAFETY FOR ITS PERSONNEL AND PATIENTS.</p> <p>32.11.THE CODE OF CONDUCT IS THE FUNDAMENTAL BASIS FOR THE OPERATION AND ACTIVITIES OF THE HCSD.</p> <p>32.12.HOW TO REPORT A SUSPECTED VIOLATION OF THE CODE A SUSPECTED VIOLATION OF THE CODE OF CONDUCT MAY BE REPORTED WITH ALL PERTINENT INFORMATION TO YOUR IMMEDIATE SUPERVISOR. SUCH MATTERS MAY ALSO BE REPORTED DIRECTLY TO THE COMPLIANCE DEPARTMENT. IN EITHER CASE,THIS REPORTING MAY BE DONE WITHOUT FEAR OF RETALIATION.</p> <p>HCSD COMPLIANCE OFFICE 225-922-0572</p> <p>COMPLIANCE ACCESS LINE AT 1- 800-735-1185.</p> <p>32.13.REPORTS TO THE COMPLIANCE OFFICE OR ACCESS LINE MAY BE ANONYMOUS AND WILL BE MAINTAINED ON A CONFIDENTIAL BASIS AS ALLOWED BY LAW.</p> <p>32.14.VIEW THE ENTIRE HCSD CODE OF CONDUCT AT</p> <p><a href="http://WWW.LSUHOSPITALS.ORG/POLICIES/PUBLIC/DEFAULT.ASP">HTTP://WWW.LSUHOSPITALS.ORG/POLICIES/PUBLIC/DEFAULT.ASP</a> FROM THE RIGHT SIDE OF THE PAGE CLICK ON 8500 COMPLIANCE AND THEN 8501-07 CODE OF CONDUCT.</p> <p>33. CORPORATE BUSINESS INTEREST</p> <p>33.1.ALL VENDORS AND/OR BIDDERS SHALL BE REQUIRED TO PROVIDE INFORMATION REGARDING VENDOR AND/OR BIDDER'S BUSINESS STRUCTURE, MEMBERS, OR THOSE WITH A FINANCIAL INTEREST IN VENDOR AND/OR BIDDER'S BUSINESS SHOULD THAT INFORMATION BE REQUESTED BY LSUHCSD. ANY FAILURE BY VENDOR AND/OR BIDDER TO PROVIDE THE REQUESTED INFORMATION MAY BE CAUSE TO TERMINATE THE CONTRACT OR TO CONSIDER THE BID AS NONRESPONSIVE. THIS INFORMATION</p>	

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<b>STANDARD TERMS &amp; CONDITIONS</b>	Page 6 of 14
<b>NUMBER : 000364</b> <b>OPEN DATE : TIME:</b>	<b>BIDDER:</b>
<p>SHOULD BE SUBMITTED WITH BID; IF NOT SUBMITTED WITH BID, IT MUST BE SUBMITTED WITHIN 3 DAYS OF REQUEST OR BID MAY BE REJECTED. ADDITIONALLY, VENDOR AND/OR BIDDER SHALL UPDATE THIS INFORMATION SHOULD THERE BE ANY CHANGE IN THE CORPORATE STRUCTURE AND/OR OWNERSHIP OF VENDOR AND/OR BIDDER'S COMPANY.</p> <p>33.2.VENDORS AND/OR BIDDERS SHALL DO THEIR BEST TO PREVENT ANY CONFLICTED RELATIONSHIPS OR CONFLICTS OF INTEREST WITH LSUHCS D PERSONNEL IN CONNECTION WITH THIS BID. FURTHER, VENDORS AND/OR BIDDERS SHALL NOT USE ANY EXISTING CONFLICTED PERSONAL RELATIONSHIPS WITH LSUHCS D PERSONNEL AS AN ADVANTAGE IN THE BID OF AND/OR AWARD OF THIS CONTRACT.</p> <p>33.3.THE CODE OF CONDUCT CONTAINED IN THE INVITATION TO BID SHALL BE APPLICABLE TO VENDOR AND/OR BIDDER, ITS EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AND THEIR EMPLOYEES AS IF THEY WERE EMPLOYEES OF LSUHCS D.</p>	

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<b>SPECIAL TERMS &amp; CONDITIONS</b>	Page 7 of 14
<b>NUMBER : 000364</b> <b>OPEN DATE : TIME:</b>	<b>BIDDER:</b>
<p>EFFECTIVE FOR THE PERIOD BEGINNING JANUARY 1, 2010 THROUGH JUNE 30, 2010</p> <p>ON-SITE JOB VISIT REQUIRED.</p> <p>STANDARD TERMS AND CONDITION OF MAINTENANCE AGREEMENT: INITIAL CLEANING UPON AWARD OF BID, TO INCLUDE ALL PARTS,LABOR,MAINTENANCE KITS, AND TRAVEL</p> <p>VENDOR SHALL PROVIDE A CERTIFIED HP TECHNICIAN WITH PROOF OF CERTIFICATION.</p> <p>IN THE EVENT A PRINTER IS FOUND TO BE BROKEN, DOCUMENTATION SHALL BE PROVIDED WITH REASONS LISTED THAT IT CANNOT BE REPAIRED TO CHUCK TATE.</p> <p>LKMC WILL REQUIRE A "LOANER PRINTER" UNTIL BROKEN ONE IS FIXED OR REPLACED.</p> <p>THE AWARDED VENDOR WILL BE THE ONLY VENDOR TO PERFORM MAINTENANCE ON THE EQUIPMENT. NO PART OF THIS CONTRACT CAN BE SUB-CONTRACTED OUT.</p> <p>RESPONSE TIME: IN THE EVENT MAINTENANCE IS NEEDED VENDOR SHALL BE ON-SITE WITHIN ONE (1) BUSINESS DAY; LKMC HOURS 8 TO 4:30 UNLESS SPECIFIED. EMERGENCY RESPONSE IF NEEDED IS WITHIN 4 HOURS.</p> <p>VENDOR TO PROVIDE A POINT OF CONTACT FOR IT STAFF TO REPORT PROBLEMS.</p> <p>IF A REPLACEMENT PRINTER IS BOUGHT BY LKMC, MAINTENANCE TRANSFERS TO THE NEW PRINTER.</p> <p>TONERS:</p> <p>ALL PRINTER CARTRIDGES SHALL BE THE BRAND AS SPECIFIED ON EACH LINE OR AS EQUAL</p> <p>ALL CARTRIDGES MUST PROVIDE THE SAME NUMBER OF PRINTED PAGES AS BRAND NAME ONES.</p> <p>IF BIDDING OTHER THAN SPECIFIED, SUFFICIENT INFORMATION SHOULD BE ENCLOSED WITH THE BID IN ORDER TO DETERMINE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS.</p> <p>IF REQUESTED, LITERATURE AND/OR SPECIFICATIONS MUST BE SUBMITTED WITHIN SEVEN (7) DAYS. FAILURE TO COMPLY WITH THIS REQUEST MAY ELIMINATE YOUR BID FROM CONSIDERATION.</p> <p>AWARD TO BE MADE ON AN ALL OR NONE BASIS.</p> <p>ORDERED TONER CARTRIDGES DELIVERED TO THE WAREHOUSE BY STANDARD NEXT DAY DELIVERY. ALL CARTRIDGES TO BE LABELED BOTH ON THE CARTRIDGE AND BOX.</p> <p>IF A SUBSTITIUTE IS MADE BY THE VENDOR AT A HIGHER PRICE, LKMC WILL NOT BE INVOICED THE HIGHER PRICE.</p> <p>IF A NEW CARTRIDGE IS RECEIVED DAMAGED, VENDOR WILL RETURN IT AND REPLACE IT FREE OF CHARGE.</p> <p>AWARDED VENDOR WILL PICK-UP OR PROVIDE PREPAID SHIPPING FOR ALL EMPTY CARTRIDGES.</p>	

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<b>SPECIAL TERMS &amp; CONDITIONS</b>	Page 8 of 14
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<p>THIS CONTRACT MAY BE EXTENDED FOR AN ADDITIONAL 36 MONTHS AT THE SAME TERMS AND CONDITONS IF BOTH PARTIES AGREE.</p> <p>THE QUANTITIES LISTED ARE ESTIMATED. IN THE EVENT A GREATER OF LESSER QUANTITY IS NEEDED, LKMC RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT AT THE SAME UNIT PRICE.</p> <p>LKMC RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH A THIRTY DAY WRITTEN NOTICE.</p> <p>CONTRACTOR'S LIABILITY INSURANCE</p> <p>PROOF OF INSURANCE SHOULD BE SUPPLIED WITH THE BID AND WILL BE REQUIRED BEFORE WORK CAN COMMENCE.</p> <p>INSURANCE COVERAGE SPECIFIED BELOW SHALL BE FURNISHED WITH THE FOLLOWING MINIMUM LIMITS:</p> <p>COMPENSATION INSURANCE: THE CONTRACTOR AND SUBCONTRACTORS SHALL TAKE AND MAINTAIN DURING THE LIFE OF THE CONTRACT WORKMAN'S COMPENSATION INSURANCE FOR ALL OF THEIR EMPLOYEES EMPLOYED AT THE SITE OF THE PROJECT. IN CASE ANY CLASS OF EMPLOYEES ENGAGED IN HAZARDOUS WORK UNDER THE WORKMAN'S COMPENSATION STATUTE, THE CONTRACTOR AND SUBCONTRACTOR SHALL PROVIDE EMPLOYER'S LIABILITY INSURANCE FOR THE PROTECTION OF THEIR EMPLOYEES NOT OTHERWISE PROTECTED.</p> <p>PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE: COMPREHENSIVE PUBLIC GENERAL LIABLITY INSURANCE, INCLUDING BUT NOT LIMITED TO BODILY INJURY, PROPERTY DAMAGE, CONTRACTUAL LIABILITY, PRODUCTS LIABILITY, COMPLETED OPERATIONS AND OWNER'S PROTECTIVE LIABILITY WITH COMBINED SINGLE LIMITS OF \$500,000 PER OCCURRENCE WITH A MINIMUM AGGREGATE OF \$1,000,000.</p> <p>LICENSED AND NON-LICENSED MOTOR VEHICLES: THE CONTRACTOR SHALL TAKE OUT AND MAINTAIN DURING THE LIFE OF THE CONTRACT, AUTOMOBILE PUBLIC LIABILITY INSURANCE IN AN AMOUNT NOT LESS THAN COMBINED SINGLE LIMITS OF \$500,000 PER OCCURRENCE FOR BODILY INJURY/PROPERTY DAMAGE. IF ANY NON-LICENSED MOTOR VEHICLES ARE ENGAGED IN OPERATIONS WITHIN THE TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO PERFORM THEREUNDER, SUCH INSURANCE SHALL COVER THE USE OF ALL SUCH MOTOR VEHICLES ENGAGED IN OPERATING WITHIN THE TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO BE PERFORMED THEREUNDER, UNLESS SUCH COVERAGE IS INCLUDED IN THE INSURANCE SPECIFIED.</p> <p>EACH INSURANCE POLICY REQUIRED BY THIS CLAUSE SHALL BE ENDORSED TO STATE THAT COVERAGE SHALL NOT BE SUSPENDED, VOIDED, CANCELED BY EITHER PARTY, OR REDUCED IN COVERAGE OR IN LIMITS, EXCEPT AFTER THIRTY (30) DAYS' PRIOR WRITTEN NOTICE BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, HAS BEEN GIVEN TO THE AGENCY</p> <p>SUBMITTAL OF ANY TERMS AND CONDITIONS CONTRARY TO THOSE OF LSUHSC MAY CAUSE YOUR BID TO BE REJECTED. BY SIGNING BELOW, TERMS AND CONDITIONS WHICH MAY BE INCLUDED IN YOUR BID ARE NULLIFIED, AND CONTRACTOR AGREES THAT THIS CONTRACT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.</p> <p>_____</p> <p>BIDDER MUST SIGN IN INK</p>	

# Invitation to Bid

<b>SPECIAL TERMS &amp; CONDITIONS</b>	Page 9 of 14
<b>NUMBER : 000364</b> <b>OPEN DATE : TIME:</b>	<b>BIDDER:</b>
<p>THE CONTINUATION OF THIS CONTRACT IS CONTINGENT UPON THE CONTINUATION OF AN APPROPRIATION OF FUNDS TO FULFILL THE REQUIREMENTS OF THE CONTRACT BY THE LEGISLATURE. IF THE LEGISLATURE FAILS TO APPROPRIATE SUFFICIENT MONIES TO PROVIDE FOR THE CONTINUATION OF THE CONTRACT, OR IF SUCH APPROPRIATION IS REDUCED BY THE VETO OF THE GOVERNOR OR BY ANY MEANS PROVIDED IN THE APPROPRIATIONS ACT OR TITLE 39 OF THE LOUISIANA REVISED STATUTES OF 1950 TO PREVENT THE TOTAL APPROPRIATIONS FOR THE YEAR FROM EXCEEDING REVENUES FOR THAT YEAR, OR FOR ANY OTHER LAWFUL PURPOSE, AND THE EFFECT OF SUCH REDUCTION IS TO PROVIDE INSUFFICIENT MONIES FOR THE CONTINUATION OF THE CONTRACT, THE CONTRACT SHALL TERMINATE ON THE DATE OF THE BEGINNING OF THE FIRST FISCAL YEAR FOR WHICH FUNDS ARE NOT APPROPRIATED.</p> <p>WHEN APPLICABLE, AND IF NECESSARY TO COMPLY WITH THE HIPAA PRIVACY RULE, THE SUCCESSFUL VENDOR WILL BE REQUIRED TO EXECUTE OUR BUSINESS ASSOCIATE ADDENDUM, WHICH MUST BE RETURNED WITHIN TEN (10) DAYS AFTER REQUEST</p>	

# Invitation to Bid

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<b>NUMBER : 000364</b> <b>OPEN DATE : TIME:</b>		<b>BIDDER:</b>			
<b>UNLESS SPECIFIED ELSEWHERE SHIP TO:</b> <b>52579 Highway 51 South</b> <b>Independence LA 70443</b>					
Line No.	Description			Unit Price	Extended Amount
1	TONER CARTRIDGE M410  Specify brand, model bid(if applicable) _____	10.00	EA	_____	_____
2	TONER CARTRIDGE HP C4096A  Specify brand, model bid(if applicable) _____	30.00	EA	_____	_____
3	TONER CARTRIDGE #C4127A  Specify brand, model bid(if applicable) _____	90.00	EA	_____	_____
4	TONER CARTRIDGE HP 92298  Specify brand, model bid(if applicable) _____	12.00	EA	_____	_____
5	AMERICAN PATRIOT (PART #C4182X/A) TONER CARTRIDGE FOR HP LASERJET 8100/8150 SERIES  Specify brand, model bid(if applicable) _____	10.00	EA	_____	_____
6	TONER CARTRIDGE HP #Q5942A  Specify brand, model bid(if applicable) _____	50.00	EA	_____	_____
7	TONER CARTRIDGE HP #Q1338A  Specify brand, model bid(if applicable) _____	60.00	EA	_____	_____
8	TONER CARTRIDGE, BROTHER MODEL TN570 USED IN PYXIS MACHINES  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____

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<b>PRICE SHEET</b>		Page 11 of 14			
<b>NUMBER : 000364</b> <b>OPEN DATE : TIME:</b>		<b>BIDDER:</b>			
<b>UNLESS SPECIFIED ELSEWHERE SHIP TO:</b> <b>52579 Highway 51 South</b> <b>Independence LA 70443</b>					
Line No.	Description			Unit Price	Extended Amount
9	CARTRIDGE TONER HP LASER JET 1320 #Q5949A  Specify brand, model bid(if applicable) _____	25.00	EA	_____	_____
10	TONER CARTRIDGE HP Q6470A BLACK  Specify brand, model bid(if applicable) _____	14.00	EA	_____	_____
11	TONER CARTRIDGE Q2670A BLK HP3500  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____
12	TONER CARTRIDGE Q2681A CYN HP3700  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____
13	TONER CARTRIDGE Q2682A YEL HP3700  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____
14	TONER CARTRIDGE Q2683A MAG HP3700  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____
15	TONER CARTRIDGE HP Q6471A CYAN  Specify brand, model bid(if applicable) _____	10.00	EA	_____	_____
16	TONER CARTRIDGE HP Q6472A YELLOW  Specify brand, model bid(if applicable) _____	12.00	EA	_____	_____
17	TONER CARTRIDGE HP Q6473A MAGENTA  Specify brand, model bid(if applicable) _____	9.00	EA	_____	_____

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<b>NUMBER : 000364</b> <b>OPEN DATE : TIME:</b>		<b>BIDDER:</b>			
<b>UNLESS SPECIFIED ELSEWHERE SHIP TO:</b> <b>52579 Highway 51 South</b> <b>Independence LA 70443</b>					
Line No.	Description			Unit Price	Extended Amount
	Specify brand, model bid(if applicable) _____				
18	TONER CARTRIDGE Q3961A CYN HP2840  Specify brand, model bid(if applicable) _____	6.00	EA		
19	TONER CARTRIDGE Q3962A YEL HP2840  Specify brand, model bid(if applicable) _____	6.00	EA		
20	TONER CARTRIDGE Q3963A MAG HP2840  Specify brand, model bid(if applicable) _____	6.00	EA		
21	TONER CARTRIDGE Q3960A BLK HP2840  Specify brand, model bid(if applicable) _____	6.00	EA		
22	Laser Toner Cartridge, HP 92A (C4092A), Hewlett Packard Black  Specify brand, model bid(if applicable) _____	5.00	EA		
23	Laser Toner Cartridge, HP 61X (C8061X) Black  Specify brand, model bid(if applicable) _____	5.00	EA		
24	Laser Toner Cartridge, HP 53A (Q7553A) BLACK  Specify brand, model bid(if applicable) _____	10.00	EA		
25	Laser Toner Cartridge, HP 39A (Q1339A) BLACK	5.00	EA		


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<b>PRICE SHEET</b>		Page 13 of 14			
<b>NUMBER : 000364</b> <b>OPEN DATE :                      TIME:</b>		<b>BIDDER:</b>			
<b>UNLESS SPECIFIED ELSEWHERE SHIP TO:</b>  <b>52579 Highway 51 South</b> <b>Independence LA 70443</b>					
Line No.	Description			Unit Price	Extended Amount
	Specify brand, model bid(if applicable) _____				
26	TONER CARTRIDGE LEXMARK #12A7365  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____
27	HP Color LaserJet CC530A Black Print Cartridge with ColorSphere Toner  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____
28	HP Color LaserJet CC531A Cyan Print Cartridge with ColorSphere Toner  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____
29	HP Color LaserJet CC532A Yellow Print Cartridge with ColorSphere Toner  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____
30	HP Color LaserJet CC533A Magenta Print Cartridge with ColorSphere Toner  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____
31	HP LaserJet 64A Black Print Cartridge (CC364A)  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____
32	Lexmark High Yield Black Toner Cartridge - T650H21A  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____

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PRICE SHEET		Page 14 of 14			
NUMBER : 000364		BIDDER:			
OPEN DATE : TIME:					
<p>UNLESS SPECIFIED ELSEWHERE SHIP TO:</p> <p>52579 Highway 51 South Independence LA 70443</p>					
Line No.	Description			Unit Price	Extended Amount
33	<p>MAINTENANCE ON ALL PRINTERS LOCATED IN THE HOSPITAL AND NUMBER OF EACH LISTED BELOW:</p> <p>Specify brand, model bid(if applicable)</p> <p>_____</p> <p>VENDOR SHALL SUPPLY ALL LABOR, SUPPLIES, TOOLS AND EQUIPMENT NECESSARY TO PROVIDE MAINTENANCE SERVICE ON ALL THE PRINTERS LOCATED IN THE HOSPITAL AND OTHER HOSPITAL BUILDINGS AT LAKMC IN ACCORDANCE WITH THE ATTACHED TERMS, CONDITIONS, AND SPECIFICATIONS.</p> <p>PRINTERS REQUIRING MAINTENANCE AND THE QUANTITY OF EACH ARE AS FOLLOWS:</p> <p>MAKE, MODEL AND QUANTITY OF EACH</p> <p>HP 4 - 1</p> <p>HP 5 - 5</p> <p>HP 1320 - 8</p> <p>HP 2100 - 13</p> <p>HP 2840 - 1</p> <p>HP 3200 - 1</p> <p>HP 3600 - 5</p> <p>HP 3700 - 1</p> <p>HP 4000 - 16</p> <p>HP 4050 - 9</p> <p>HP 4100 - 1</p> <p>HP 4200 - 23</p> <p>HP 4250 - 16</p> <p>HP 8100 - 1</p> <p>HP 8150 - 2</p> <p>HP CP2025 - 1</p> <p>HP P2015 - 5</p> <p>HP 4300 - 1</p> <p>HP 4015 - 1</p> <p>LEXMARK M410 - 2</p> <p>LEXMARK T632 - 1</p> <p>LEXMARK T652 - 1</p>	6.00	MO	_____	_____

# Invitation to Bid

<b>Lallie Kemp Medical Center</b>			BIDS WILL BE PUBLICLY OPENED:
VENDOR NO. : SOLICITATION : <b>000364</b> OPENING DATE :			Return Bid in Envelope/Labels Provided to: Purchasing Department <b>52579 Hwy 51 South</b> <b>Independence LA 70443</b>  BUYER : Maurer, Joyce BUYER PHONE : 985/878-1270 DATE ISSUED : 12/16/2009 REQ. NO : 0000485 FISCAL YEAR : 2010
From Req ID - 0000485			
<p style="text-align: center;">INSTRUCTIONS TO BIDDERS</p> <ol style="list-style-type: none"><li>1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.</li><li>2. FILL IN ALL BLANK SPACES.</li><li>3. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALIZED BY THE BIDDER.</li><li>4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D." REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.</li><li>5. SPECIFY YOUR PAYMENT TERMS: _____ . CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS</li></ol> <hr/> <p>BY SIGNING THIS BID, THE BIDDER CERTIFIES:</p> <ul style="list-style-type: none"><li>* THAT NEITHER THIS BUSINESS ENTITY NOR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS IS CURRENTLY LISTED AS EXCLUDED OR SANCTIONED BY EITHER THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, OFFICE OF INSPECTOR GENERAL (OIG) OR THE GENERAL SERVICES ADMINISTRATION (GSA).</li><li>* THAT IF THIS BUSINESS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEAR ON EITHER LISTING, MY BID WILL BE REJECTED.</li><li>* THAT IF AT ANY TIME DURING THE TERM OF THE CONTRACT AWARDED AS A RESULT OF THIS INVITATION TO BID, THIS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEARS ON EITHER LISTING, MY COMPANY WILL NOTIFY THE CONTRACTING AGENCY, AND THE CONTRACT WILL BE TERMINATED. THE CONTRACTING AGENCY WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SAID TERMINATION.</li></ul> <p>THE BIDDER FURTHER CERTIFIES:</p> <ul style="list-style-type: none"><li>* COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS, AND SPECIFICATIONS.</li><li>* THIS BID IS MADE WITHOUT COLLUSION OR FRAUD.</li><li>* THAT ALL TAXES DULY ASSESSED BY THE STATE OF LOUISIANA AND IT'S SUBDIVISIONS, INCLUDING FRANCHISE TAXES, PRIVILEGE TAXES, SALES TAXES AND ALL OTHER TAXES FOR WHICH THE FIRM IS LIABLE HAVE BEEN PAID.</li><li>* THAT IF MY BID IS ACCEPTED WITHIN _____ DAYS FROM BID CLOSING TIME, MY FIRM WILL FURNISH ANY OR ALL OF THE ITEMS (OR SECTIONS) AT THE PRICE OPPOSITE EACH ITEM (OR SECTION).</li><li>* DELIVERY WILL BE MADE WITHIN _____ DAYS AFTER RECEIPT OF ORDER.</li></ul>			
VENDOR PHONE NUMBER:		TITLE	DATE
FAX NUMBER:			
SIGNATURE OF AUTHORIZED BIDDER (MUST BE SIGNED)		NAME OF BIDDER (TYPED OR PRINTED)	

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<p>6. DESIRED DELIVERY: 10 DAYS ARO, UNLESS SPECIFIED ELSEWHERE</p> <p>7. TO ASSURE CONSIDERATION, ALL BIDS SHOULD BE SUBMITTED IN THE SPECIAL ENVELOPE, OR USE BID LABEL IF FURNISHED FOR THAT PURPOSE. IN THE EVENT YOUR BID CONTAINS BULKY SUBJECT MATERIAL, THE SPECIAL BID ENVELOPE SHOULD BE FIRMLY AFFIXED TO THE MAILING ENVELOPE.</p> <p>8. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.</p> <p>9. IMPORTANT: THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.31).</p> <p>10. INQUIRIES: ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE NUMBER AND ADDRESS SHOWN ABOVE.</p> <p>11. BID FORMS: ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, SHOULD BE SUBMITTED ON, AND IN ACCORDANCE WITH FORMS PROVIDED, PROPERLY SIGNED (SEE #31). BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED.</p> <p>12. STANDARDS OR QUALITY. ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS/HER BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.</p> <p>13. DESCRIPTIVE INFORMATION. BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID, INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR LSUHSC TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATION SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEMS(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.</p> <p>14. BID OPENING. BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING LSUHSC DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.</p> <p>15. AWARDS. AWARD WILL BE MADE TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER. LSUHSC RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUP, OR IN TOTAL, AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.</p> <p>16. PRICES. UNLESS OTHERWISE SPECIFIED BY LSUHSC IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH,</p>	

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<p>BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.</p> <p>17.DELIVERIES. BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.</p> <p>18.TAXES. VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. LSUHSC AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.</p> <p>19.NEW PRODUCTS. UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.</p> <p>20.CONTRACT CANCELLATION. THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE INCLUDING BUT NOT LIMITED TO THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.</p> <p>21.DEFAULT OF CONTRACT. FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE UNIVERSITY HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE UNIVERSITY RESERVES THE RIGHT TO PURCHASE AN OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.</p> <p>22.ORDER OF PRIORITY. IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPEICAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.</p> <p>23.APPLICABLE LAW. ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.</p> <p>24.EQUAL OPPORTUNITY. BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES THAT HE/SHE WILL NOT DISCRIMINATE IN THE RENDERING OF SERVICES TO AND/OR EMPLOYMENT OF INDIVIDUALS BECAUSE OF RACE, COLOR, RELIGION, SEX, AGE, NATIONAL ORIGIN, HANDICAP, DISABILITY, VETERAN STATUS, OR ANY OTHER NON-MERIT FACTOR.</p> <p>25.SPECIAL ACCOMMODATIONS. ANY "QUALIFIED INDIVIDUAL WITH DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.</p> <p>26.IDEMNITY. CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO IDEMNIFY, AND HOLD HARMLESS, LSUHSC, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR,</p>	

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<p>ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE UNIVERSITY, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.</p> <p>27.INTERPRETATION OF DOCUMENT: ANY INTERPRETATION OF THE BID OR QUOTATION DOCUMENT WILL ONLY BE MADE BY AN ADDENDUM ISSUED IN WRITING BY THE PURCHASING DEPARTMENT. SUCH ADDENDUM WILL BE MAILED OR DELIVERED TO EACH PERSON RECEIVING A SET OF THE ORIGINAL BID OR QUOTATION DOCUMENTS. LSUHSC WILL NOT BE RESPONSIBLE FOR ANY OTHER EXPLANATION OR INTERPRETATION OF THE DOCUMENTS.</p> <p>28.ACCEPTANCE OF BID: ONLY THE ISSUANCE OF A PURCHASE ORDER OR A SIGNED CONTRACT CONSTITUTES ACCEPTANCE ON THE PART OF LSUHSC.</p> <p>29.ADHERENCE TO JCAHO STANDARDS: WHERE APPLICABLE, LSUHSC IS ACCREDITED BY THE JOINT COMMISSION ON ACCREDITATION OF HEALTHCARE ORGANIZATIONS AND AS SUCH ALL CONTRACTORS, SUBCONTRACTORS, AND VENDORS AGREE TO ADHERE TO THE APPLICABLE STANDARDS PROMULGATED BY THE COMMISSION.</p> <p>30.PREFERENCE: IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY. DO YOU CLAIM THIS PREFERENCE? YES _____ NO _____ SPECIFY THE LINE NUMBER (S) _____ SPECIFY LOCATION WITHIN LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED, PRODUCED, GROWN OR ASSEMBLED _____ (NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET.) DO YOU HAVE A LOUISIANA BUSINESS WORK FORCE? YES _____ NO _____ IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS? YES _____ NO _____ FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES. PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.</p> <p>31.SIGNATURE AUTHORITY. IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:</p> <p>31.1.A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR</p> <p>31.2.AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY AN ACCOMPANYING CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR</p> <p>31.3.AN INDIVIDUAL LISTED ON THE STATE OF LOUISIANA BIDDER'S APPLICATION AS AUTHORIZED TO EXECUTE BIDS. BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH THE ABOVE.</p> <p>32. CODE OF CONDUCT</p> <p>32.1.THE CODE OF CONDUCT OF THE LSU HEALTH SCIENCES CENTER - HEALTH CARE SERVICES DIVISION (HCSD) PROVIDES THE GUIDING STANDARDS FOR OUR DECISIONS AND ACTIONS AS MEMBERS OF THE HCSD. ALTHOUGH THE CODE CAN NEITHER COVER EVERY SITUATION IN THE DAILY CONDUCT OF OUR VARIED ACTIVITIES, NOR SUBSTITUTE FOR COMMON SENSE, INDIVIDUAL JUDGMENT OR PERSONAL INTEGRITY; IT IS THE DUTY OF EACH OFFICER, DIRECTOR, EMPLOYEE, LEASED EMPLOYEE, STUDENT AND AGENT ("PERSONNEL") OF THE HCSD TO ADHERE, WITHOUT EXCEPTION, TO THE PRINCIPLES SET</p>	

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<p>FORTH HEREIN. ALL PERSONNEL OF THE HCSD ARE SUBJECT TO AND SHALL COMPLY WITH THE TERMS OF THIS CODE OF CONDUCT.</p> <p>32.2.HCSD PERSONNEL, AS DEFINED ABOVE, SHALL COMPLY WITH ALL APPLICABLE STATE AND FEDERAL LAWS, REGULATIONS, AND HCSD POLICIES. THIS INCLUDES, BUT IS NOT LIMITED TO, COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA) PERTAINING TO PRIVACY AND INFORMATION SECURITY, AS WELL AS, THE DEFICIT REDUCTION ACT OF 2005 PERTAINING TO THE DETECTION AND PREVENTION OF FRAUD WASTE AND ABUSE AND RIGHTS OF EMPLOYEES TO BE PROTECTED AS WHISTLEBLOWERS UNDER THE FALSE CLAIMS ACT.</p> <p>32.3.HCSD PERSONNEL SHALL CONDUCT ALL ACTIVITIES IN ACCORDANCE WITH THE HIGHEST ETHICAL STANDARDS OF THE STATE, THE COMMUNITY, AND THEIR RESPECTIVE PROFESSIONS, IN A MANNER THAT UPHOLDS HCSD'S REPUTATION AND STANDING.</p> <p>32.4.HCSD PERSONNEL HAVE A DUTY TO AVOID CONFLICTS OF INTEREST AND MAY NOT USE THEIR POSITIONS OR AFFILIATION WITH THE HCSD FOR PERSONAL BENEFIT.</p> <p>32.5.HCSD PERSONNEL SHALL STRIVE TO ATTAIN THE HIGHEST STANDARD OF PATIENT CARE AS STATED IN THE HCSD MISSION.</p> <p>32.6.THE HCSD SHALL PROVIDE EQUAL OPPORTUNITY AND PERSONNEL SHALL RESPECT THE DIGNITY OF ALL PATIENTS AND PERSONNEL.</p> <p>32.7.HCSD PERSONNEL MUST UPHOLD THE HIGHEST MORAL AND ETHICAL STANDARDS IN EDUCATION OF HEALTH PROFESSIONALS AND HEALTH RELATED RESEARCH.</p> <p>32.8.HCSD PERSONNEL SHALL MAINTAIN PROPER ACCURATE AND COMPLETE RECORDS AND A RELATIONSHIP OF INTEGRITY WITH ALL PAYOR SOURCES.</p> <p>32.9.ALL BUSINESS PRACTICES OF THE HCSD AND ITS PERSONNEL SHALL BE CONDUCTED WITH HONESTY AND INTEGRITY.</p> <p>32.10.HCSD SHALL HAVE PROPER REGARD FOR HEALTH AND SAFETY FOR ITS PERSONNEL AND PATIENTS.</p> <p>32.11.THE CODE OF CONDUCT IS THE FUNDAMENTAL BASIS FOR THE OPERATION AND ACTIVITIES OF THE HCSD.</p> <p>32.12.HOW TO REPORT A SUSPECTED VIOLATION OF THE CODE A SUSPECTED VIOLATION OF THE CODE OF CONDUCT MAY BE REPORTED WITH ALL PERTINENT INFORMATION TO YOUR IMMEDIATE SUPERVISOR. SUCH MATTERS MAY ALSO BE REPORTED DIRECTLY TO THE COMPLIANCE DEPARTMENT. IN EITHER CASE,THIS REPORTING MAY BE DONE WITHOUT FEAR OF RETALIATION.</p> <p>HCSD COMPLIANCE OFFICE 225-922-0572</p> <p>COMPLIANCE ACCESS LINE AT 1- 800-735-1185.</p> <p>32.13.REPORTS TO THE COMPLIANCE OFFICE OR ACCESS LINE MAY BE ANONYMOUS AND WILL BE MAINTAINED ON A CONFIDENTIAL BASIS AS ALLOWED BY LAW.</p> <p>32.14.VIEW THE ENTIRE HCSD CODE OF CONDUCT AT</p> <p><a href="http://WWW.LSUHOSPITALS.ORG/POLICIES/PUBLIC/DEFAULT.ASP">HTTP://WWW.LSUHOSPITALS.ORG/POLICIES/PUBLIC/DEFAULT.ASP</a> FROM THE RIGHT SIDE OF THE PAGE CLICK ON 8500 COMPLIANCE AND THEN 8501-07 CODE OF CONDUCT.</p> <p>33. CORPORATE BUSINESS INTEREST</p> <p>33.1.ALL VENDORS AND/OR BIDDERS SHALL BE REQUIRED TO PROVIDE INFORMATION REGARDING VENDOR AND/OR BIDDER'S BUSINESS STRUCTURE, MEMBERS, OR THOSE WITH A FINANCIAL INTEREST IN VENDOR AND/OR BIDDER'S BUSINESS SHOULD THAT INFORMATION BE REQUESTED BY LSUHCSD. ANY FAILURE BY VENDOR AND/OR BIDDER TO PROVIDE THE REQUESTED INFORMATION MAY BE CAUSE TO TERMINATE THE CONTRACT OR TO CONSIDER THE BID AS NONRESPONSIVE. THIS INFORMATION</p>	

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<p>SHOULD BE SUBMITTED WITH BID; IF NOT SUBMITTED WITH BID, IT MUST BE SUBMITTED WITHIN 3 DAYS OF REQUEST OR BID MAY BE REJECTED. ADDITIONALLY, VENDOR AND/OR BIDDER SHALL UPDATE THIS INFORMATION SHOULD THERE BE ANY CHANGE IN THE CORPORATE STRUCTURE AND/OR OWNERSHIP OF VENDOR AND/OR BIDDER'S COMPANY.</p> <p>33.2.VENDORS AND/OR BIDDERS SHALL DO THEIR BEST TO PREVENT ANY CONFLICTED RELATIONSHIPS OR CONFLICTS OF INTEREST WITH LSUHCS D PERSONNEL IN CONNECTION WITH THIS BID. FURTHER, VENDORS AND/OR BIDDERS SHALL NOT USE ANY EXISTING CONFLICTED PERSONAL RELATIONSHIPS WITH LSUHCS D PERSONNEL AS AN ADVANTAGE IN THE BID OF AND/OR AWARD OF THIS CONTRACT.</p> <p>33.3.THE CODE OF CONDUCT CONTAINED IN THE INVITATION TO BID SHALL BE APPLICABLE TO VENDOR AND/OR BIDDER, ITS EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AND THEIR EMPLOYEES AS IF THEY WERE EMPLOYEES OF LSUHCS D.</p>	

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<p>EFFECTIVE FOR THE PERIOD BEGINNING JANUARY 1, 2010 THROUGH JUNE 30, 2010</p> <p>ON-SITE JOB VISIT REQUIRED.</p> <p>STANDARD TERMS AND CONDITION OF MAINTENANCE AGREEMENT: INITIAL CLEANING UPON AWARD OF BID, TO INCLUDE ALL PARTS,LABOR,MAINTENANCE KITS, AND TRAVEL</p> <p>VENDOR SHALL PROVIDE A CERTIFIED HP TECHNICIAN WITH PROOF OF CERTIFICATION.</p> <p>IN THE EVENT A PRINTER IS FOUND TO BE BROKEN, DOCUMENTATION SHALL BE PROVIDED WITH REASONS LISTED THAT IT CANNOT BE REPAIRED TO CHUCK TATE.</p> <p>LKMC WILL REQUIRE A "LOANER PRINTER" UNTIL BROKEN ONE IS FIXED OR REPLACED.</p> <p>THE AWARDED VENDOR WILL BE THE ONLY VENDOR TO PERFORM MAINTENANCE ON THE EQUIPMENT. NO PART OF THIS CONTRACT CAN BE SUB-CONTRACTED OUT.</p> <p>RESPONSE TIME: IN THE EVENT MAINTENANCE IS NEEDED VENDOR SHALL BE ON-SITE WITHIN ONE (1) BUSINESS DAY; LKMC HOURS 8 TO 4:30 UNLESS SPECIFIED. EMERGENCY RESPONSE IF NEEDED IS WITHIN 4 HOURS.</p> <p>VENDOR TO PROVIDE A POINT OF CONTACT FOR IT STAFF TO REPORT PROBLEMS.</p> <p>IF A REPLACEMENT PRINTER IS BOUGHT BY LKMC, MAINTENANCE TRANSFERS TO THE NEW PRINTER.</p> <p>TONERS:</p> <p>ALL PRINTER CARTRIDGES SHALL BE THE BRAND AS SPECIFIED ON EACH LINE OR AS EQUAL</p> <p>ALL CARTRIDGES MUST PROVIDE THE SAME NUMBER OF PRINTED PAGES AS BRAND NAME ONES.</p> <p>IF BIDDING OTHER THAN SPECIFIED, SUFFICIENT INFORMATION SHOULD BE ENCLOSED WITH THE BID IN ORDER TO DETERMINE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS.</p> <p>IF REQUESTED, LITERATURE AND/OR SPECIFICATIONS MUST BE SUBMITTED WITHIN SEVEN (7) DAYS. FAILURE TO COMPLY WITH THIS REQUEST MAY ELIMINATE YOUR BID FROM CONSIDERATION.</p> <p>AWARD TO BE MADE ON AN ALL OR NONE BASIS.</p> <p>ORDERED TONER CARTRIDGES DELIVERED TO THE WAREHOUSE BY STANDARD NEXT DAY DELIVERY. ALL CARTRIDGES TO BE LABELED BOTH ON THE CARTRIDGE AND BOX.</p> <p>IF A SUBSTITIUTE IS MADE BY THE VENDOR AT A HIGHER PRICE, LKMC WILL NOT BE INVOICED THE HIGHER PRICE.</p> <p>IF A NEW CARTRIDGE IS RECEIVED DAMAGED, VENDOR WILL RETURN IT AND REPLACE IT FREE OF CHARGE.</p> <p>AWARDED VENDOR WILL PICK-UP OR PROVIDE PREPAID SHIPPING FOR ALL EMPTY CARTRIDGES.</p>	

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THIS CONTRACT MAY BE EXTENDED FOR AN ADDITIONAL 36 MONTHS AT THE SAME TERMS AND CONDITONS IF BOTH PARTIES AGREE.

THE QUANTITIES LISTED ARE ESTIMATED. IN THE EVENT A GREATER OF LESSER QUANTITY IS NEEDED, LKMC RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT AT THE SAME UNIT PRICE.

LKMC RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH A THIRTY DAY WRITTEN NOTICE.

CONTRACTOR'S LIABILITY INSURANCE

PROOF OF INSURANCE SHOULD BE SUPPLIED WITH THE BID AND WILL BE REQUIRED BEFORE WORK CAN COMMENCE.

INSURANCE COVERAGE SPECIFIED BELOW SHALL BE FURNISHED WITH THE FOLLOWING MINIMUM LIMITS:

COMPENSATION INSURANCE: THE CONTRACTOR AND SUBCONTRACTORS SHALL TAKE AND MAINTAIN DURING THE LIFE OF THE CONTRACT WORKMAN'S COMPENSATION INSURANCE FOR ALL OF THEIR EMPLOYEES EMPLOYED AT THE SITE OF THE PROJECT. IN CASE ANY CLASS OF EMPLOYEES ENGAGED IN HAZARDOUS WORK UNDER THE WORKMAN'S COMPENSATION STATUTE, THE CONTRACTOR AND SUBCONTRACTOR SHALL PROVIDE EMPLOYER'S LIABILITY INSURANCE FOR THE PROTECTION OF THEIR EMPLOYEES NOT OTHERWISE PROTECTED.

PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE: COMPREHENSIVE PUBLIC GENERAL LIABLITY INSURANCE, INCLUDING BUT NOT LIMITED TO BODILY INJURY, PROPERTY DAMAGE, CONTRACTUAL LIABILITY, PRODUCTS LIABILITY, COMPLETED OPERATIONS AND OWNER'S PROTECTIVE LIABILITY WITH COMBINED SINGLE LIMITS OF \$500,000 PER OCCURRENCE WITH A MINIMUM AGGREGATE OF \$1,000,000.

LICENSED AND NON-LICENSED MOTOR VEHICLES: THE CONTRACTOR SHALL TAKE OUT AND MAINTAIN DURING THE LIFE OF THE CONTRACT, AUTOMOBILE PUBLIC LIABILITY INSURANCE IN AN AMOUNT NOT LESS THAN COMBINED SINGLE LIMITS OF \$500,000 PER OCCURRENCE FOR BODILY INJURY/PROPERTY DAMAGE. IF ANY NON-LICENSED MOTOR VEHICLES ARE ENGAGED IN OPERATIONS WITHIN THE TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO PERFORM THEREUNDER, SUCH INSURANCE SHALL COVER THE USE OF ALL SUCH MOTOR VEHICLES ENGAGED IN OPERATING WITHIN THE TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO BE PERFORMED THEREUNDER, UNLESS SUCH COVERAGE IS INCLUDED IN THE INSURANCE SPECIFIED.

EACH INSURANCE POLICY REQUIRED BY THIS CLAUSE SHALL BE ENDORSED TO STATE THAT COVERAGE SHALL NOT BE SUSPENDED, VOIDED, CANCELED BY EITHER PARTY, OR REDUCED IN COVERAGE OR IN LIMITS, EXCEPT AFTER THIRTY (30) DAYS' PRIOR WRITTEN NOTICE BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, HAS BEEN GIVEN TO THE AGENCY

SUBMITTAL OF ANY TERMS AND CONDITIONS CONTRARY TO THOSE OF LSUHSC MAY CAUSE YOUR BID TO BE REJECTED. BY SIGNING BELOW, TERMS AND CONDITIONS WHICH MAY BE INCLUDED IN YOUR BID ARE NULLIFIED, AND CONTRACTOR AGREES THAT THIS CONTRACT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

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BIDDER MUST SIGN IN INK

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<p>THE CONTINUATION OF THIS CONTRACT IS CONTINGENT UPON THE CONTINUATION OF AN APPROPRIATION OF FUNDS TO FULFILL THE REQUIREMENTS OF THE CONTRACT BY THE LEGISLATURE. IF THE LEGISLATURE FAILS TO APPROPRIATE SUFFICIENT MONIES TO PROVIDE FOR THE CONTINUATION OF THE CONTRACT, OR IF SUCH APPROPRIATION IS REDUCED BY THE VETO OF THE GOVERNOR OR BY ANY MEANS PROVIDED IN THE APPROPRIATIONS ACT OR TITLE 39 OF THE LOUISIANA REVISED STATUTES OF 1950 TO PREVENT THE TOTAL APPROPRIATIONS FOR THE YEAR FROM EXCEEDING REVENUES FOR THAT YEAR, OR FOR ANY OTHER LAWFUL PURPOSE, AND THE EFFECT OF SUCH REDUCTION IS TO PROVIDE INSUFFICIENT MONIES FOR THE CONTINUATION OF THE CONTRACT, THE CONTRACT SHALL TERMINATE ON THE DATE OF THE BEGINNING OF THE FIRST FISCAL YEAR FOR WHICH FUNDS ARE NOT APPROPRIATED.</p> <p>WHEN APPLICABLE, AND IF NECESSARY TO COMPLY WITH THE HIPAA PRIVACY RULE, THE SUCCESSFUL VENDOR WILL BE REQUIRED TO EXECUTE OUR BUSINESS ASSOCIATE ADDENDUM, WHICH MUST BE RETURNED WITHIN TEN (10) DAYS AFTER REQUEST</p>	

# Invitation to Bid

<b>PRICE SHEET</b>		Page 10 of 14			
<b>NUMBER : 000364</b> <b>OPEN DATE : TIME:</b>		<b>BIDDER:</b>			
<b>UNLESS SPECIFIED ELSEWHERE SHIP TO:</b> <b>52579 Highway 51 South</b> <b>Independence LA 70443</b>					
Line No.	Description			Unit Price	Extended Amount
1	TONER CARTRIDGE M410  Specify brand, model bid(if applicable) _____	10.00	EA	_____	_____
2	TONER CARTRIDGE HP C4096A  Specify brand, model bid(if applicable) _____	30.00	EA	_____	_____
3	TONER CARTRIDGE #C4127A  Specify brand, model bid(if applicable) _____	90.00	EA	_____	_____
4	TONER CARTRIDGE HP 92298  Specify brand, model bid(if applicable) _____	12.00	EA	_____	_____
5	AMERICAN PATRIOT (PART #C4182X/A) TONER CARTRIDGE FOR HP LASERJET 8100/8150 SERIES  Specify brand, model bid(if applicable) _____	10.00	EA	_____	_____
6	TONER CARTRIDGE HP #Q5942A  Specify brand, model bid(if applicable) _____	50.00	EA	_____	_____
7	TONER CARTRIDGE HP #Q1338A  Specify brand, model bid(if applicable) _____	60.00	EA	_____	_____
8	TONER CARTRIDGE, BROTHER MODEL TN570 USED IN PYXIS MACHINES  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____

# Invitation to Bid

<b>PRICE SHEET</b>		Page 11 of 14			
<b>NUMBER : 000364</b> <b>OPEN DATE : TIME:</b>		<b>BIDDER:</b>			
<b>UNLESS SPECIFIED ELSEWHERE SHIP TO:</b> <b>52579 Highway 51 South</b> <b>Independence LA 70443</b>					
Line No.	Description			Unit Price	Extended Amount
9	CARTRIDGE TONER HP LASER JET 1320 #Q5949A  Specify brand, model bid(if applicable) _____	25.00	EA	_____	_____
10	TONER CARTRIDGE HP Q6470A BLACK  Specify brand, model bid(if applicable) _____	14.00	EA	_____	_____
11	TONER CARTRIDGE Q2670A BLK HP3500  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____
12	TONER CARTRIDGE Q2681A CYN HP3700  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____
13	TONER CARTRIDGE Q2682A YEL HP3700  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____
14	TONER CARTRIDGE Q2683A MAG HP3700  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____
15	TONER CARTRIDGE HP Q6471A CYAN  Specify brand, model bid(if applicable) _____	10.00	EA	_____	_____
16	TONER CARTRIDGE HP Q6472A YELLOW  Specify brand, model bid(if applicable) _____	12.00	EA	_____	_____
17	TONER CARTRIDGE HP Q6473A MAGENTA  Specify brand, model bid(if applicable) _____	9.00	EA	_____	_____

# Invitation to Bid

<b>PRICE SHEET</b>		Page 12 of 14			
<b>NUMBER : 000364</b> <b>OPEN DATE : TIME:</b>		<b>BIDDER:</b>			
<b>UNLESS SPECIFIED ELSEWHERE SHIP TO:</b> <b>52579 Highway 51 South</b> <b>Independence LA 70443</b>					
Line No.	Description			Unit Price	Extended Amount
	Specify brand, model bid(if applicable) _____				
18	TONER CARTRIDGE Q3961A CYN HP2840  Specify brand, model bid(if applicable) _____	6.00	EA		
19	TONER CARTRIDGE Q3962A YEL HP2840  Specify brand, model bid(if applicable) _____	6.00	EA		
20	TONER CARTRIDGE Q3963A MAG HP2840  Specify brand, model bid(if applicable) _____	6.00	EA		
21	TONER CARTRIDGE Q3960A BLK HP2840  Specify brand, model bid(if applicable) _____	6.00	EA		
22	Laser Toner Cartridge, HP 92A (C4092A), Hewlett Packard Black  Specify brand, model bid(if applicable) _____	5.00	EA		
23	Laser Toner Cartridge, HP 61X (C8061X) Black  Specify brand, model bid(if applicable) _____	5.00	EA		
24	Laser Toner Cartridge, HP 53A (Q7553A) BLACK  Specify brand, model bid(if applicable) _____	10.00	EA		
25	Laser Toner Cartridge, HP 39A (Q1339A) BLACK	5.00	EA		


# Invitation to Bid

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<b>NUMBER : 000364</b> <b>OPEN DATE :                      TIME:</b>		<b>BIDDER:</b>			
<b>UNLESS SPECIFIED ELSEWHERE SHIP TO:</b>  <b>52579 Highway 51 South</b> <b>Independence LA 70443</b>					
Line No.	Description			Unit Price	Extended Amount
	Specify brand, model bid(if applicable) _____				
26	TONER CARTRIDGE LEXMARK #12A7365  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____
27	HP Color LaserJet CC530A Black Print Cartridge with ColorSphere Toner  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____
28	HP Color LaserJet CC531A Cyan Print Cartridge with ColorSphere Toner  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____
29	HP Color LaserJet CC532A Yellow Print Cartridge with ColorSphere Toner  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____
30	HP Color LaserJet CC533A Magenta Print Cartridge with ColorSphere Toner  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____
31	HP LaserJet 64A Black Print Cartridge (CC364A)  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____
32	Lexmark High Yield Black Toner Cartridge - T650H21A  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____

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<b>PRICE SHEET</b>		Page 14 of 14			
<b>NUMBER : 000364</b> <b>OPEN DATE :                      TIME:</b>		<b>BIDDER:</b>			
<b>UNLESS SPECIFIED ELSEWHERE SHIP TO:</b>  <b>52579 Highway 51 South</b> <b>Independence LA 70443</b>					
Line No.	Description			Unit Price	Extended Amount
33	<p>MAINTENANCE ON ALL PRINTERS LOCATED IN THE HOSPITAL AND NUMBER OF EACH LISTED BELOW:</p> <p>Specify brand, model bid(if applicable)</p> <p>_____</p> <p>VENDOR SHALL SUPPLY ALL LABOR, SUPPLIES, TOOLS AND EQUIPMENT NECESSARY TO PROVIDE MAINTENANCE SERVICE ON ALL THE PRINTERS LOCATED IN THE HOSPITAL AND OTHER HOSPITAL BUILDINGS AT LAKMC IN ACCORDANCE WITH THE ATTACHED TERMS, CONDITIONS, AND SPECIFICATIONS.</p> <p>PRINTERS REQUIRING MAINTENANCE AND THE QUANTITY OF EACH ARE AS FOLLOWS:</p> <p>MAKE, MODEL AND QUANTITY OF EACH</p> <p>HP 4 - 1</p> <p>HP 5 - 5</p> <p>HP 1320 - 8</p> <p>HP 2100 - 13</p> <p>HP 2840 - 1</p> <p>HP 3200 - 1</p> <p>HP 3600 - 5</p> <p>HP 3700 - 1</p> <p>HP 4000 - 16</p> <p>HP 4050 - 9</p> <p>HP 4100 - 1</p> <p>HP 4200 - 23</p> <p>HP 4250 - 16</p> <p>HP 8100 - 1</p> <p>HP 8150 - 2</p> <p>HP CP2025 - 1</p> <p>HP P2015 - 5</p> <p>HP 4300 - 1</p> <p>HP 4015 - 1</p> <p>LEXMARK M410 - 2</p> <p>LEXMARK T632 - 1</p> <p>LEXMARK T652 - 1</p>	6.00	MO		

# Invitation to Bid

<b>Lallie Kemp Medical Center</b>			BIDS WILL BE PUBLICLY OPENED:
VENDOR NO. : SOLICITATION : <b>000364</b> OPENING DATE :			Return Bid in Envelope/Labels Provided to: Purchasing Department <b>52579 Hwy 51 South</b> <b>Independence LA 70443</b>  BUYER : Maurer, Joyce BUYER PHONE : 985/878-1270 DATE ISSUED : 12/16/2009 REQ. NO : 0000485 FISCAL YEAR : 2010
From Req ID - 0000485			
<p style="text-align: center;">INSTRUCTIONS TO BIDDERS</p> <ol style="list-style-type: none"><li>1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.</li><li>2. FILL IN ALL BLANK SPACES.</li><li>3. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALIZED BY THE BIDDER.</li><li>4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D." REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.</li><li>5. SPECIFY YOUR PAYMENT TERMS: _____ . CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS</li></ol> <hr/> <p>BY SIGNING THIS BID, THE BIDDER CERTIFIES:</p> <ul style="list-style-type: none"><li>* THAT NEITHER THIS BUSINESS ENTITY NOR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS IS CURRENTLY LISTED AS EXCLUDED OR SANCTIONED BY EITHER THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, OFFICE OF INSPECTOR GENERAL (OIG) OR THE GENERAL SERVICES ADMINISTRATION (GSA).</li><li>* THAT IF THIS BUSINESS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEAR ON EITHER LISTING, MY BID WILL BE REJECTED.</li><li>* THAT IF AT ANY TIME DURING THE TERM OF THE CONTRACT AWARDED AS A RESULT OF THIS INVITATION TO BID, THIS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEARS ON EITHER LISTING, MY COMPANY WILL NOTIFY THE CONTRACTING AGENCY, AND THE CONTRACT WILL BE TERMINATED. THE CONTRACTING AGENCY WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SAID TERMINATION.</li></ul> <p>THE BIDDER FURTHER CERTIFIES:</p> <ul style="list-style-type: none"><li>* COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS, AND SPECIFICATIONS.</li><li>* THIS BID IS MADE WITHOUT COLLUSION OR FRAUD.</li><li>* THAT ALL TAXES DULY ASSESSED BY THE STATE OF LOUISIANA AND IT'S SUBDIVISIONS, INCLUDING FRANCHISE TAXES, PRIVILEGE TAXES, SALES TAXES AND ALL OTHER TAXES FOR WHICH THE FIRM IS LIABLE HAVE BEEN PAID.</li><li>* THAT IF MY BID IS ACCEPTED WITHIN _____ DAYS FROM BID CLOSING TIME, MY FIRM WILL FURNISH ANY OR ALL OF THE ITEMS (OR SECTIONS) AT THE PRICE OPPOSITE EACH ITEM (OR SECTION).</li><li>* DELIVERY WILL BE MADE WITHIN _____ DAYS AFTER RECEIPT OF ORDER.</li></ul>			
VENDOR PHONE NUMBER:		TITLE	DATE
FAX NUMBER:			
SIGNATURE OF AUTHORIZED BIDDER (MUST BE SIGNED)		NAME OF BIDDER (TYPED OR PRINTED)	

# Invitation to Bid

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<b>NUMBER : 000364</b> <b>OPEN DATE : TIME:</b>	<b>BIDDER:</b>
<p>6. DESIRED DELIVERY: 10 DAYS ARO, UNLESS SPECIFIED ELSEWHERE</p> <p>7. TO ASSURE CONSIDERATION, ALL BIDS SHOULD BE SUBMITTED IN THE SPECIAL ENVELOPE, OR USE BID LABEL IF FURNISHED FOR THAT PURPOSE. IN THE EVENT YOUR BID CONTAINS BULKY SUBJECT MATERIAL, THE SPECIAL BID ENVELOPE SHOULD BE FIRMLY AFFIXED TO THE MAILING ENVELOPE.</p> <p>8. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.</p> <p>9. IMPORTANT: THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.31).</p> <p>10. INQUIRIES: ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE NUMBER AND ADDRESS SHOWN ABOVE.</p> <p>11. BID FORMS: ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, SHOULD BE SUBMITTED ON, AND IN ACCORDANCE WITH FORMS PROVIDED, PROPERLY SIGNED (SEE #31). BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED.</p> <p>12. STANDARDS OR QUALITY. ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS/HER BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.</p> <p>13. DESCRIPTIVE INFORMATION. BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID, INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR LSUHSC TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATION SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEMS(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.</p> <p>14. BID OPENING. BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING LSUHSC DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.</p> <p>15. AWARDS. AWARD WILL BE MADE TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER. LSUHSC RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUP, OR IN TOTAL, AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.</p> <p>16. PRICES. UNLESS OTHERWISE SPECIFIED BY LSUHSC IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH,</p>	

# Invitation to Bid

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<b>NUMBER : 000364</b> <b>OPEN DATE : TIME:</b>	<b>BIDDER:</b>
<p>BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.</p> <p>17.DELIVERIES. BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.</p> <p>18.TAXES. VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. LSUHSC AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.</p> <p>19.NEW PRODUCTS. UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.</p> <p>20.CONTRACT CANCELLATION. THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE INCLUDING BUT NOT LIMITED TO THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.</p> <p>21.DEFAULT OF CONTRACT. FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE UNIVERSITY HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE UNIVERSITY RESERVES THE RIGHT TO PURCHASE AN OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.</p> <p>22.ORDER OF PRIORITY. IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPEICAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.</p> <p>23.APPLICABLE LAW. ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.</p> <p>24.EQUAL OPPORTUNITY. BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES THAT HE/SHE WILL NOT DISCRIMINATE IN THE RENDERING OF SERVICES TO AND/OR EMPLOYMENT OF INDIVIDUALS BECAUSE OF RACE, COLOR, RELIGION, SEX, AGE, NATIONAL ORIGIN, HANDICAP, DISABILITY, VETERAN STATUS, OR ANY OTHER NON-MERIT FACTOR.</p> <p>25.SPECIAL ACCOMMODATIONS. ANY "QUALIFIED INDIVIDUAL WITH DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.</p> <p>26.IDEMNITY. CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO IDEMNIFY, AND HOLD HARMLESS, LSUHSC, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR,</p>	

# Invitation to Bid

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<p>ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE UNIVERSITY, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.</p> <p>27.INTERPRETATION OF DOCUMENT: ANY INTERPRETATION OF THE BID OR QUOTATION DOCUMENT WILL ONLY BE MADE BY AN ADDENDUM ISSUED IN WRITING BY THE PURCHASING DEPARTMENT. SUCH ADDENDUM WILL BE MAILED OR DELIVERED TO EACH PERSON RECEIVING A SET OF THE ORIGINAL BID OR QUOTATION DOCUMENTS. LSUHSC WILL NOT BE RESPONSIBLE FOR ANY OTHER EXPLANATION OR INTERPRETATION OF THE DOCUMENTS.</p> <p>28.ACCEPTANCE OF BID: ONLY THE ISSUANCE OF A PURCHASE ORDER OR A SIGNED CONTRACT CONSTITUTES ACCEPTANCE ON THE PART OF LSUHSC.</p> <p>29.ADHERENCE TO JCAHO STANDARDS: WHERE APPLICABLE, LSUHSC IS ACCREDITED BY THE JOINT COMMISSION ON ACCREDITATION OF HEALTHCARE ORGANIZATIONS AND AS SUCH ALL CONTRACTORS, SUBCONTRACTORS, AND VENDORS AGREE TO ADHERE TO THE APPLICABLE STANDARDS PROMULGATED BY THE COMMISSION.</p> <p>30.PREFERENCE: IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY. DO YOU CLAIM THIS PREFERENCE? YES _____ NO _____ SPECIFY THE LINE NUMBER (S) _____ SPECIFY LOCATION WITHIN LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED, PRODUCED, GROWN OR ASSEMBLED _____ (NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET.) DO YOU HAVE A LOUISIANA BUSINESS WORK FORCE? YES _____ NO _____ IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS? YES _____ NO _____ FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES. PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.</p> <p>31.SIGNATURE AUTHORITY. IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:</p> <p>31.1.A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR</p> <p>31.2.AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY AN ACCOMPANYING CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR</p> <p>31.3.AN INDIVIDUAL LISTED ON THE STATE OF LOUISIANA BIDDER'S APPLICATION AS AUTHORIZED TO EXECUTE BIDS. BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH THE ABOVE.</p> <p>32. CODE OF CONDUCT</p> <p>32.1.THE CODE OF CONDUCT OF THE LSU HEALTH SCIENCES CENTER - HEALTH CARE SERVICES DIVISION (HCSD) PROVIDES THE GUIDING STANDARDS FOR OUR DECISIONS AND ACTIONS AS MEMBERS OF THE HCSD. ALTHOUGH THE CODE CAN NEITHER COVER EVERY SITUATION IN THE DAILY CONDUCT OF OUR VARIED ACTIVITIES, NOR SUBSTITUTE FOR COMMON SENSE, INDIVIDUAL JUDGMENT OR PERSONAL INTEGRITY; IT IS THE DUTY OF EACH OFFICER, DIRECTOR, EMPLOYEE, LEASED EMPLOYEE, STUDENT AND AGENT ("PERSONNEL") OF THE HCSD TO ADHERE, WITHOUT EXCEPTION, TO THE PRINCIPLES SET</p>	

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<b>NUMBER : 000364</b> <b>OPEN DATE : TIME:</b>	<b>BIDDER:</b>
<p>FORTH HEREIN. ALL PERSONNEL OF THE HCSD ARE SUBJECT TO AND SHALL COMPLY WITH THE TERMS OF THIS CODE OF CONDUCT.</p> <p>32.2.HCSD PERSONNEL, AS DEFINED ABOVE, SHALL COMPLY WITH ALL APPLICABLE STATE AND FEDERAL LAWS, REGULATIONS, AND HCSD POLICIES. THIS INCLUDES, BUT IS NOT LIMITED TO, COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA) PERTAINING TO PRIVACY AND INFORMATION SECURITY, AS WELL AS, THE DEFICIT REDUCTION ACT OF 2005 PERTAINING TO THE DETECTION AND PREVENTION OF FRAUD WASTE AND ABUSE AND RIGHTS OF EMPLOYEES TO BE PROTECTED AS WHISTLEBLOWERS UNDER THE FALSE CLAIMS ACT.</p> <p>32.3.HCSD PERSONNEL SHALL CONDUCT ALL ACTIVITIES IN ACCORDANCE WITH THE HIGHEST ETHICAL STANDARDS OF THE STATE, THE COMMUNITY, AND THEIR RESPECTIVE PROFESSIONS, IN A MANNER THAT UPHOLDS HCSD'S REPUTATION AND STANDING.</p> <p>32.4.HCSD PERSONNEL HAVE A DUTY TO AVOID CONFLICTS OF INTEREST AND MAY NOT USE THEIR POSITIONS OR AFFILIATION WITH THE HCSD FOR PERSONAL BENEFIT.</p> <p>32.5.HCSD PERSONNEL SHALL STRIVE TO ATTAIN THE HIGHEST STANDARD OF PATIENT CARE AS STATED IN THE HCSD MISSION.</p> <p>32.6.THE HCSD SHALL PROVIDE EQUAL OPPORTUNITY AND PERSONNEL SHALL RESPECT THE DIGNITY OF ALL PATIENTS AND PERSONNEL.</p> <p>32.7.HCSD PERSONNEL MUST UPHOLD THE HIGHEST MORAL AND ETHICAL STANDARDS IN EDUCATION OF HEALTH PROFESSIONALS AND HEALTH RELATED RESEARCH.</p> <p>32.8.HCSD PERSONNEL SHALL MAINTAIN PROPER ACCURATE AND COMPLETE RECORDS AND A RELATIONSHIP OF INTEGRITY WITH ALL PAYOR SOURCES.</p> <p>32.9.ALL BUSINESS PRACTICES OF THE HCSD AND ITS PERSONNEL SHALL BE CONDUCTED WITH HONESTY AND INTEGRITY.</p> <p>32.10.HCSD SHALL HAVE PROPER REGARD FOR HEALTH AND SAFETY FOR ITS PERSONNEL AND PATIENTS.</p> <p>32.11.THE CODE OF CONDUCT IS THE FUNDAMENTAL BASIS FOR THE OPERATION AND ACTIVITIES OF THE HCSD.</p> <p>32.12.HOW TO REPORT A SUSPECTED VIOLATION OF THE CODE A SUSPECTED VIOLATION OF THE CODE OF CONDUCT MAY BE REPORTED WITH ALL PERTINENT INFORMATION TO YOUR IMMEDIATE SUPERVISOR. SUCH MATTERS MAY ALSO BE REPORTED DIRECTLY TO THE COMPLIANCE DEPARTMENT. IN EITHER CASE,THIS REPORTING MAY BE DONE WITHOUT FEAR OF RETALIATION.</p> <p>HCSD COMPLIANCE OFFICE 225-922-0572</p> <p>COMPLIANCE ACCESS LINE AT 1- 800-735-1185.</p> <p>32.13.REPORTS TO THE COMPLIANCE OFFICE OR ACCESS LINE MAY BE ANONYMOUS AND WILL BE MAINTAINED ON A CONFIDENTIAL BASIS AS ALLOWED BY LAW.</p> <p>32.14.VIEW THE ENTIRE HCSD CODE OF CONDUCT AT</p> <p><a href="http://WWW.LSUHOSPITALS.ORG/POLICIES/PUBLIC/DEFAULT.ASP">HTTP://WWW.LSUHOSPITALS.ORG/POLICIES/PUBLIC/DEFAULT.ASP</a> FROM THE RIGHT SIDE OF THE PAGE CLICK ON 8500 COMPLIANCE AND THEN 8501-07 CODE OF CONDUCT.</p> <p>33. CORPORATE BUSINESS INTEREST</p> <p>33.1.ALL VENDORS AND/OR BIDDERS SHALL BE REQUIRED TO PROVIDE INFORMATION REGARDING VENDOR AND/OR BIDDER'S BUSINESS STRUCTURE, MEMBERS, OR THOSE WITH A FINANCIAL INTEREST IN VENDOR AND/OR BIDDER'S BUSINESS SHOULD THAT INFORMATION BE REQUESTED BY LSUHCSD. ANY FAILURE BY VENDOR AND/OR BIDDER TO PROVIDE THE REQUESTED INFORMATION MAY BE CAUSE TO TERMINATE THE CONTRACT OR TO CONSIDER THE BID AS NONRESPONSIVE. THIS INFORMATION</p>	

# Invitation to Bid

<b>STANDARD TERMS &amp; CONDITIONS</b>	Page 6 of 14
<b>NUMBER : 000364</b> <b>OPEN DATE : TIME:</b>	<b>BIDDER:</b>
<p>SHOULD BE SUBMITTED WITH BID; IF NOT SUBMITTED WITH BID, IT MUST BE SUBMITTED WITHIN 3 DAYS OF REQUEST OR BID MAY BE REJECTED. ADDITIONALLY, VENDOR AND/OR BIDDER SHALL UPDATE THIS INFORMATION SHOULD THERE BE ANY CHANGE IN THE CORPORATE STRUCTURE AND/OR OWNERSHIP OF VENDOR AND/OR BIDDER'S COMPANY.</p> <p>33.2.VENDORS AND/OR BIDDERS SHALL DO THEIR BEST TO PREVENT ANY CONFLICTED RELATIONSHIPS OR CONFLICTS OF INTEREST WITH LSUHCS D PERSONNEL IN CONNECTION WITH THIS BID. FURTHER, VENDORS AND/OR BIDDERS SHALL NOT USE ANY EXISTING CONFLICTED PERSONAL RELATIONSHIPS WITH LSUHCS D PERSONNEL AS AN ADVANTAGE IN THE BID OF AND/OR AWARD OF THIS CONTRACT.</p> <p>33.3.THE CODE OF CONDUCT CONTAINED IN THE INVITATION TO BID SHALL BE APPLICABLE TO VENDOR AND/OR BIDDER, ITS EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AND THEIR EMPLOYEES AS IF THEY WERE EMPLOYEES OF LSUHCS D.</p>	

# Invitation to Bid

<b>SPECIAL TERMS &amp; CONDITIONS</b>	Page 7 of 14
<b>NUMBER : 000364</b> <b>OPEN DATE : TIME:</b>	<b>BIDDER:</b>
<p>EFFECTIVE FOR THE PERIOD BEGINNING JANUARY 1, 2010 THROUGH JUNE 30, 2010</p> <p>ON-SITE JOB VISIT REQUIRED.</p> <p>STANDARD TERMS AND CONDITION OF MAINTENANCE AGREEMENT: INITIAL CLEANING UPON AWARD OF BID, TO INCLUDE ALL PARTS,LABOR,MAINTENANCE KITS, AND TRAVEL</p> <p>VENDOR SHALL PROVIDE A CERTIFIED HP TECHNICIAN WITH PROOF OF CERTIFICATION.</p> <p>IN THE EVENT A PRINTER IS FOUND TO BE BROKEN, DOCUMENTATION SHALL BE PROVIDED WITH REASONS LISTED THAT IT CANNOT BE REPAIRED TO CHUCK TATE.</p> <p>LKMC WILL REQUIRE A "LOANER PRINTER" UNTIL BROKEN ONE IS FIXED OR REPLACED.</p> <p>THE AWARDED VENDOR WILL BE THE ONLY VENDOR TO PERFORM MAINTENANCE ON THE EQUIPMENT. NO PART OF THIS CONTRACT CAN BE SUB-CONTRACTED OUT.</p> <p>RESPONSE TIME: IN THE EVENT MAINTENANCE IS NEEDED VENDOR SHALL BE ON-SITE WITHIN ONE (1) BUSINESS DAY; LKMC HOURS 8 TO 4:30 UNLESS SPECIFIED. EMERGENCY RESPONSE IF NEEDED IS WITHIN 4 HOURS.</p> <p>VENDOR TO PROVIDE A POINT OF CONTACT FOR IT STAFF TO REPORT PROBLEMS.</p> <p>IF A REPLACEMENT PRINTER IS BOUGHT BY LKMC, MAINTENANCE TRANSFERS TO THE NEW PRINTER.</p> <p>TONERS:</p> <p>ALL PRINTER CARTRIDGES SHALL BE THE BRAND AS SPECIFIED ON EACH LINE OR AS EQUAL</p> <p>ALL CARTRIDGES MUST PROVIDE THE SAME NUMBER OF PRINTED PAGES AS BRAND NAME ONES.</p> <p>IF BIDDING OTHER THAN SPECIFIED, SUFFICIENT INFORMATION SHOULD BE ENCLOSED WITH THE BID IN ORDER TO DETERMINE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS.</p> <p>IF REQUESTED, LITERATURE AND/OR SPECIFICATIONS MUST BE SUBMITTED WITHIN SEVEN (7) DAYS. FAILURE TO COMPLY WITH THIS REQUEST MAY ELIMINATE YOUR BID FROM CONSIDERATION.</p> <p>AWARD TO BE MADE ON AN ALL OR NONE BASIS.</p> <p>ORDERED TONER CARTRIDGES DELIVERED TO THE WAREHOUSE BY STANDARD NEXT DAY DELIVERY. ALL CARTRIDGES TO BE LABELED BOTH ON THE CARTRIDGE AND BOX.</p> <p>IF A SUBSTITIUTE IS MADE BY THE VENDOR AT A HIGHER PRICE, LKMC WILL NOT BE INVOICED THE HIGHER PRICE.</p> <p>IF A NEW CARTRIDGE IS RECEIVED DAMAGED, VENDOR WILL RETURN IT AND REPLACE IT FREE OF CHARGE.</p> <p>AWARDED VENDOR WILL PICK-UP OR PROVIDE PREPAID SHIPPING FOR ALL EMPTY CARTRIDGES.</p>	

# Invitation to Bid

<b>SPECIAL TERMS &amp; CONDITIONS</b>	Page 8 of 14
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THIS CONTRACT MAY BE EXTENDED FOR AN ADDITIONAL 36 MONTHS AT THE SAME TERMS AND CONDITONS IF BOTH PARTIES AGREE.

THE QUANTITIES LISTED ARE ESTIMATED. IN THE EVENT A GREATER OF LESSER QUANTITY IS NEEDED, LKMC RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT AT THE SAME UNIT PRICE.

LKMC RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH A THIRTY DAY WRITTEN NOTICE.

CONTRACTOR'S LIABILITY INSURANCE

PROOF OF INSURANCE SHOULD BE SUPPLIED WITH THE BID AND WILL BE REQUIRED BEFORE WORK CAN COMMENCE.

INSURANCE COVERAGE SPECIFIED BELOW SHALL BE FURNISHED WITH THE FOLLOWING MINIMUM LIMITS:

COMPENSATION INSURANCE: THE CONTRACTOR AND SUBCONTRACTORS SHALL TAKE AND MAINTAIN DURING THE LIFE OF THE CONTRACT WORKMAN'S COMPENSATION INSURANCE FOR ALL OF THEIR EMPLOYEES EMPLOYED AT THE SITE OF THE PROJECT. IN CASE ANY CLASS OF EMPLOYEES ENGAGED IN HAZARDOUS WORK UNDER THE WORKMAN'S COMPENSATION STATUTE, THE CONTRACTOR AND SUBCONTRACTOR SHALL PROVIDE EMPLOYER'S LIABILITY INSURANCE FOR THE PROTECTION OF THEIR EMPLOYEES NOT OTHERWISE PROTECTED.

PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE: COMPREHENSIVE PUBLIC GENERAL LIABLITY INSURANCE, INCLUDING BUT NOT LIMITED TO BODILY INJURY, PROPERTY DAMAGE, CONTRACTUAL LIABILITY, PRODUCTS LIABILITY, COMPLETED OPERATIONS AND OWNER'S PROTECTIVE LIABILITY WITH COMBINED SINGLE LIMITS OF \$500,000 PER OCCURRENCE WITH A MINIMUM AGGREGATE OF \$1,000,000.

LICENSED AND NON-LICENSED MOTOR VEHICLES: THE CONTRACTOR SHALL TAKE OUT AND MAINTAIN DURING THE LIFE OF THE CONTRACT, AUTOMOBILE PUBLIC LIABILITY INSURANCE IN AN AMOUNT NOT LESS THAN COMBINED SINGLE LIMITS OF \$500,000 PER OCCURRENCE FOR BODILY INJURY/PROPERTY DAMAGE. IF ANY NON-LICENSED MOTOR VEHICLES ARE ENGAGED IN OPERATIONS WITHIN THE TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO PERFORM THEREUNDER, SUCH INSURANCE SHALL COVER THE USE OF ALL SUCH MOTOR VEHICLES ENGAGED IN OPERATING WITHIN THE TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO BE PERFORMED THEREUNDER, UNLESS SUCH COVERAGE IS INCLUDED IN THE INSURANCE SPECIFIED.

EACH INSURANCE POLICY REQUIRED BY THIS CLAUSE SHALL BE ENDORSED TO STATE THAT COVERAGE SHALL NOT BE SUSPENDED, VOIDED, CANCELED BY EITHER PARTY, OR REDUCED IN COVERAGE OR IN LIMITS, EXCEPT AFTER THIRTY (30) DAYS' PRIOR WRITTEN NOTICE BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, HAS BEEN GIVEN TO THE AGENCY

SUBMITTAL OF ANY TERMS AND CONDITIONS CONTRARY TO THOSE OF LSUHSC MAY CAUSE YOUR BID TO BE REJECTED. BY SIGNING BELOW, TERMS AND CONDITIONS WHICH MAY BE INCLUDED IN YOUR BID ARE NULLIFIED, AND CONTRACTOR AGREES THAT THIS CONTRACT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

BIDDER MUST SIGN IN INK

# Invitation to Bid

<b>SPECIAL TERMS &amp; CONDITIONS</b>	Page 9 of 14
<b>NUMBER : 000364</b> <b>OPEN DATE : TIME:</b>	<b>BIDDER:</b>
<p>THE CONTINUATION OF THIS CONTRACT IS CONTINGENT UPON THE CONTINUATION OF AN APPROPRIATION OF FUNDS TO FULFILL THE REQUIREMENTS OF THE CONTRACT BY THE LEGISLATURE. IF THE LEGISLATURE FAILS TO APPROPRIATE SUFFICIENT MONIES TO PROVIDE FOR THE CONTINUATION OF THE CONTRACT, OR IF SUCH APPROPRIATION IS REDUCED BY THE VETO OF THE GOVERNOR OR BY ANY MEANS PROVIDED IN THE APPROPRIATIONS ACT OR TITLE 39 OF THE LOUISIANA REVISED STATUTES OF 1950 TO PREVENT THE TOTAL APPROPRIATIONS FOR THE YEAR FROM EXCEEDING REVENUES FOR THAT YEAR, OR FOR ANY OTHER LAWFUL PURPOSE, AND THE EFFECT OF SUCH REDUCTION IS TO PROVIDE INSUFFICIENT MONIES FOR THE CONTINUATION OF THE CONTRACT, THE CONTRACT SHALL TERMINATE ON THE DATE OF THE BEGINNING OF THE FIRST FISCAL YEAR FOR WHICH FUNDS ARE NOT APPROPRIATED.</p> <p>WHEN APPLICABLE, AND IF NECESSARY TO COMPLY WITH THE HIPAA PRIVACY RULE, THE SUCCESSFUL VENDOR WILL BE REQUIRED TO EXECUTE OUR BUSINESS ASSOCIATE ADDENDUM, WHICH MUST BE RETURNED WITHIN TEN (10) DAYS AFTER REQUEST</p>	

# Invitation to Bid

<b>PRICE SHEET</b>		Page 10 of 14			
<b>NUMBER : 000364</b> <b>OPEN DATE : TIME:</b>		<b>BIDDER:</b>			
<b>UNLESS SPECIFIED ELSEWHERE SHIP TO:</b> <b>52579 Highway 51 South</b> <b>Independence LA 70443</b>					
Line No.	Description			Unit Price	Extended Amount
1	TONER CARTRIDGE M410  Specify brand, model bid(if applicable) _____	10.00	EA	_____	_____
2	TONER CARTRIDGE HP C4096A  Specify brand, model bid(if applicable) _____	30.00	EA	_____	_____
3	TONER CARTRIDGE #C4127A  Specify brand, model bid(if applicable) _____	90.00	EA	_____	_____
4	TONER CARTRIDGE HP 92298  Specify brand, model bid(if applicable) _____	12.00	EA	_____	_____
5	AMERICAN PATRIOT (PART #C4182X/A) TONER CARTRIDGE FOR HP LASERJET 8100/8150 SERIES  Specify brand, model bid(if applicable) _____	10.00	EA	_____	_____
6	TONER CARTRIDGE HP #Q5942A  Specify brand, model bid(if applicable) _____	50.00	EA	_____	_____
7	TONER CARTRIDGE HP #Q1338A  Specify brand, model bid(if applicable) _____	60.00	EA	_____	_____
8	TONER CARTRIDGE, BROTHER MODEL TN570 USED IN PYXIS MACHINES  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____

# Invitation to Bid

<b>PRICE SHEET</b>		Page 11 of 14			
<b>NUMBER : 000364</b> <b>OPEN DATE : TIME:</b>		<b>BIDDER:</b>			
<b>UNLESS SPECIFIED ELSEWHERE SHIP TO:</b> <b>52579 Highway 51 South</b> <b>Independence LA 70443</b>					
Line No.	Description			Unit Price	Extended Amount
9	CARTRIDGE TONER HP LASER JET 1320 #Q5949A  Specify brand, model bid(if applicable) _____	25.00	EA	_____	_____
10	TONER CARTRIDGE HP Q6470A BLACK  Specify brand, model bid(if applicable) _____	14.00	EA	_____	_____
11	TONER CARTRIDGE Q2670A BLK HP3500  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____
12	TONER CARTRIDGE Q2681A CYN HP3700  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____
13	TONER CARTRIDGE Q2682A YEL HP3700  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____
14	TONER CARTRIDGE Q2683A MAG HP3700  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____
15	TONER CARTRIDGE HP Q6471A CYAN  Specify brand, model bid(if applicable) _____	10.00	EA	_____	_____
16	TONER CARTRIDGE HP Q6472A YELLOW  Specify brand, model bid(if applicable) _____	12.00	EA	_____	_____
17	TONER CARTRIDGE HP Q6473A MAGENTA  Specify brand, model bid(if applicable) _____	9.00	EA	_____	_____

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<b>NUMBER : 000364</b> <b>OPEN DATE : TIME:</b>		<b>BIDDER:</b>			
<b>UNLESS SPECIFIED ELSEWHERE SHIP TO:</b> <b>52579 Highway 51 South</b> <b>Independence LA 70443</b>					
Line No.	Description			Unit Price	Extended Amount
	Specify brand, model bid(if applicable) _____				
18	TONER CARTRIDGE Q3961A CYN HP2840	6.00	EA		
	Specify brand, model bid(if applicable) _____				
19	TONER CARTRIDGE Q3962A YEL HP2840	6.00	EA		
	Specify brand, model bid(if applicable) _____				
20	TONER CARTRIDGE Q3963A MAG HP2840	6.00	EA		
	Specify brand, model bid(if applicable) _____				
21	TONER CARTRIDGE Q3960A BLK HP2840	6.00	EA		
	Specify brand, model bid(if applicable) _____				
22	Laser Toner Cartridge, HP 92A (C4092A), Hewlett Packard Black	5.00	EA		
	Specify brand, model bid(if applicable) _____				
23	Laser Toner Cartridge, HP 61X (C8061X) Black	5.00	EA		
	Specify brand, model bid(if applicable) _____				
24	Laser Toner Cartridge, HP 53A (Q7553A) BLACK	10.00	EA		
	Specify brand, model bid(if applicable) _____				
25	Laser Toner Cartridge, HP 39A (Q1339A) BLACK	5.00	EA		


# Invitation to Bid

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<b>NUMBER : 000364</b> <b>OPEN DATE : TIME:</b>		<b>BIDDER:</b>			
<b>UNLESS SPECIFIED ELSEWHERE SHIP TO:</b> <div style="text-align: center;"> <b>52579 Highway 51 South</b>  <b>Independence LA 70443</b> </div>					
Line No.	Description			Unit Price	Extended Amount
	Specify brand, model bid(if applicable) _____				
26	TONER CARTRIDGE LEXMARK #12A7365  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____
27	HP Color LaserJet CC530A Black Print Cartridge with ColorSphere Toner  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____
28	HP Color LaserJet CC531A Cyan Print Cartridge with ColorSphere Toner  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____
29	HP Color LaserJet CC532A Yellow Print Cartridge with ColorSphere Toner  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____
30	HP Color LaserJet CC533A Magenta Print Cartridge with ColorSphere Toner  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____
31	HP LaserJet 64A Black Print Cartridge (CC364A)  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____
32	Lexmark High Yield Black Toner Cartridge - T650H21A  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____

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<b>NUMBER : 000364</b> <b>OPEN DATE :                      TIME:</b>		<b>BIDDER:</b>			
<b>UNLESS SPECIFIED ELSEWHERE SHIP TO:</b>  <b>52579 Highway 51 South</b> <b>Independence LA 70443</b>					
Line No.	Description			Unit Price	Extended Amount
33	<p>MAINTENANCE ON ALL PRINTERS LOCATED IN THE HOSPITAL AND NUMBER OF EACH LISTED BELOW:</p> <p>Specify brand, model bid(if applicable)</p> <p>_____</p> <p>VENDOR SHALL SUPPLY ALL LABOR, SUPPLIES, TOOLS AND EQUIPMENT NECESSARY TO PROVIDE MAINTENANCE SERVICE ON ALL THE PRINTERS LOCATED IN THE HOSPITAL AND OTHER HOSPITAL BUILDINGS AT LAKMC IN ACCORDANCE WITH THE ATTACHED TERMS, CONDITIONS, AND SPECIFICATIONS.</p> <p>PRINTERS REQUIRING MAINTENANCE AND THE QUANTITY OF EACH ARE AS FOLLOWS:</p> <p>MAKE, MODEL AND QUANTITY OF EACH</p> <p>HP 4 - 1</p> <p>HP 5 - 5</p> <p>HP 1320 - 8</p> <p>HP 2100 - 13</p> <p>HP 2840 - 1</p> <p>HP 3200 - 1</p> <p>HP 3600 - 5</p> <p>HP 3700 - 1</p> <p>HP 4000 - 16</p> <p>HP 4050 - 9</p> <p>HP 4100 - 1</p> <p>HP 4200 - 23</p> <p>HP 4250 - 16</p> <p>HP 8100 - 1</p> <p>HP 8150 - 2</p> <p>HP CP2025 - 1</p> <p>HP P2015 - 5</p> <p>HP 4300 - 1</p> <p>HP 4015 - 1</p> <p>LEXMARK M410 - 2</p> <p>LEXMARK T632 - 1</p> <p>LEXMARK T652 - 1</p>	6.00	MO	_____	_____

# Invitation to Bid

<b>Lallie Kemp Medical Center</b>			BIDS WILL BE PUBLICLY OPENED:
VENDOR NO. : SOLICITATION : <b>000364</b> OPENING DATE :			Return Bid in Envelope/Labels Provided to: Purchasing Department <b>52579 Hwy 51 South</b> <b>Independence LA 70443</b>  BUYER : Maurer, Joyce BUYER PHONE : 985/878-1270 DATE ISSUED : 12/16/2009 REQ. NO : 0000485 FISCAL YEAR : 2010
From Req ID - 0000485			
<p style="text-align: center;">INSTRUCTIONS TO BIDDERS</p> <ol style="list-style-type: none"><li>1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.</li><li>2. FILL IN ALL BLANK SPACES.</li><li>3. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALIZED BY THE BIDDER.</li><li>4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D." REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.</li><li>5. SPECIFY YOUR PAYMENT TERMS: _____ . CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS</li></ol> <hr/> <p>BY SIGNING THIS BID, THE BIDDER CERTIFIES:</p> <ul style="list-style-type: none"><li>* THAT NEITHER THIS BUSINESS ENTITY NOR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS IS CURRENTLY LISTED AS EXCLUDED OR SANCTIONED BY EITHER THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, OFFICE OF INSPECTOR GENERAL (OIG) OR THE GENERAL SERVICES ADMINISTRATION (GSA).</li><li>* THAT IF THIS BUSINESS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEAR ON EITHER LISTING, MY BID WILL BE REJECTED.</li><li>* THAT IF AT ANY TIME DURING THE TERM OF THE CONTRACT AWARDED AS A RESULT OF THIS INVITATION TO BID, THIS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEARS ON EITHER LISTING, MY COMPANY WILL NOTIFY THE CONTRACTING AGENCY, AND THE CONTRACT WILL BE TERMINATED. THE CONTRACTING AGENCY WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SAID TERMINATION.</li></ul> <p>THE BIDDER FURTHER CERTIFIES:</p> <ul style="list-style-type: none"><li>* COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS, AND SPECIFICATIONS.</li><li>* THIS BID IS MADE WITHOUT COLLUSION OR FRAUD.</li><li>* THAT ALL TAXES DULY ASSESSED BY THE STATE OF LOUISIANA AND IT'S SUBDIVISIONS, INCLUDING FRANCHISE TAXES, PRIVILEGE TAXES, SALES TAXES AND ALL OTHER TAXES FOR WHICH THE FIRM IS LIABLE HAVE BEEN PAID.</li><li>* THAT IF MY BID IS ACCEPTED WITHIN _____ DAYS FROM BID CLOSING TIME, MY FIRM WILL FURNISH ANY OR ALL OF THE ITEMS (OR SECTIONS) AT THE PRICE OPPOSITE EACH ITEM (OR SECTION).</li><li>* DELIVERY WILL BE MADE WITHIN _____ DAYS AFTER RECEIPT OF ORDER.</li></ul>			
VENDOR PHONE NUMBER:		TITLE	DATE
FAX NUMBER:			
SIGNATURE OF AUTHORIZED BIDDER (MUST BE SIGNED)		NAME OF BIDDER (TYPED OR PRINTED)	

# Invitation to Bid

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<p>6. DESIRED DELIVERY: 10 DAYS ARO, UNLESS SPECIFIED ELSEWHERE</p> <p>7. TO ASSURE CONSIDERATION, ALL BIDS SHOULD BE SUBMITTED IN THE SPECIAL ENVELOPE, OR USE BID LABEL IF FURNISHED FOR THAT PURPOSE. IN THE EVENT YOUR BID CONTAINS BULKY SUBJECT MATERIAL, THE SPECIAL BID ENVELOPE SHOULD BE FIRMLY AFFIXED TO THE MAILING ENVELOPE.</p> <p>8. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.</p> <p>9. IMPORTANT: THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.31).</p> <p>10. INQUIRIES: ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE NUMBER AND ADDRESS SHOWN ABOVE.</p> <p>11. BID FORMS: ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, SHOULD BE SUBMITTED ON, AND IN ACCORDANCE WITH FORMS PROVIDED, PROPERLY SIGNED (SEE #31). BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED.</p> <p>12. STANDARDS OR QUALITY. ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS/HER BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.</p> <p>13. DESCRIPTIVE INFORMATION. BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID, INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR LSUHSC TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATION SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEMS(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.</p> <p>14. BID OPENING. BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING LSUHSC DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.</p> <p>15. AWARDS. AWARD WILL BE MADE TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER. LSUHSC RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUP, OR IN TOTAL, AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.</p> <p>16. PRICES. UNLESS OTHERWISE SPECIFIED BY LSUHSC IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH,</p>	

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<p>BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.</p> <p>17.DELIVERIES. BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.</p> <p>18.TAXES. VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. LSUHSC AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.</p> <p>19.NEW PRODUCTS. UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.</p> <p>20.CONTRACT CANCELLATION. THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE INCLUDING BUT NOT LIMITED TO THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.</p> <p>21.DEFAULT OF CONTRACT. FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE UNIVERSITY HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE UNIVERSITY RESERVES THE RIGHT TO PURCHASE AN OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.</p> <p>22.ORDER OF PRIORITY. IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPEICAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.</p> <p>23.APPLICABLE LAW. ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.</p> <p>24.EQUAL OPPORTUNITY. BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES THAT HE/SHE WILL NOT DISCRIMINATE IN THE RENDERING OF SERVICES TO AND/OR EMPLOYMENT OF INDIVIDUALS BECAUSE OF RACE, COLOR, RELIGION, SEX, AGE, NATIONAL ORIGIN, HANDICAP, DISABILITY, VETERAN STATUS, OR ANY OTHER NON-MERIT FACTOR.</p> <p>25.SPECIAL ACCOMMODATIONS. ANY "QUALIFIED INDIVIDUAL WITH DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.</p> <p>26.IDEMNITY. CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO IDEMNIFY, AND HOLD HARMLESS, LSUHSC, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR,</p>	

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ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE UNIVERSITY, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.

27.INTERPRETATION OF DOCUMENT: ANY INTERPRETATION OF THE BID OR QUOTATION DOCUMENT WILL ONLY BE MADE BY AN ADDENDUM ISSUED IN WRITING BY THE PURCHASING DEPARTMENT. SUCH ADDENDUM WILL BE MAILED OR DELIVERED TO EACH PERSON RECEIVING A SET OF THE ORIGINAL BID OR QUOTATION DOCUMENTS. LSUHSC WILL NOT BE RESPONSIBLE FOR ANY OTHER EXPLANATION OR INTERPRETATION OF THE DOCUMENTS.

28.ACCEPTANCE OF BID: ONLY THE ISSUANCE OF A PURCHASE ORDER OR A SIGNED CONTRACT CONSTITUTES ACCEPTANCE ON THE PART OF LSUHSC.

29.ADHERENCE TO JCAHO STANDARDS: WHERE APPLICABLE, LSUHSC IS ACCREDITED BY THE JOINT COMMISSION ON ACCREDITATION OF HEALTHCARE ORGANIZATIONS AND AS SUCH ALL CONTRACTORS, SUBCONTRACTORS, AND VENDORS AGREE TO ADHERE TO THE APPLICABLE STANDARDS PROMULGATED BY THE COMMISSION.

30.PREFERENCE: IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY. DO YOU CLAIM THIS PREFERENCE? YES \_\_\_\_\_ NO \_\_\_\_\_  
 SPECIFY THE LINE NUMBER (S) \_\_\_\_\_  
 SPECIFY LOCATION WITHIN LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED, PRODUCED, GROWN OR ASSEMBLED \_\_\_\_\_  
 (NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET.)  
 DO YOU HAVE A LOUISIANA BUSINESS WORK FORCE? YES \_\_\_\_\_ NO \_\_\_\_\_  
 IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS? YES \_\_\_\_\_ NO \_\_\_\_\_  
 FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES.  
 PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.

31.SIGNATURE AUTHORITY. IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:

31.1.A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR

31.2.AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY AN ACCOMPANYING CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR

31.3.AN INDIVIDUAL LISTED ON THE STATE OF LOUISIANA BIDDER'S APPLICATION AS AUTHORIZED TO EXECUTE BIDS. BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH THE ABOVE.

32. CODE OF CONDUCT

32.1.THE CODE OF CONDUCT OF THE LSU HEALTH SCIENCES CENTER - HEALTH CARE SERVICES DIVISION (HCSD) PROVIDES THE GUIDING STANDARDS FOR OUR DECISIONS AND ACTIONS AS MEMBERS OF THE HCSD. ALTHOUGH THE CODE CAN NEITHER COVER EVERY SITUATION IN THE DAILY CONDUCT OF OUR VARIED ACTIVITIES, NOR SUBSTITUTE FOR COMMON SENSE, INDIVIDUAL JUDGMENT OR PERSONAL INTEGRITY; IT IS THE DUTY OF EACH OFFICER, DIRECTOR, EMPLOYEE, LEASED EMPLOYEE, STUDENT AND AGENT ("PERSONNEL") OF THE HCSD TO ADHERE, WITHOUT EXCEPTION, TO THE PRINCIPLES SET

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<p>FORTH HEREIN. ALL PERSONNEL OF THE HCSD ARE SUBJECT TO AND SHALL COMPLY WITH THE TERMS OF THIS CODE OF CONDUCT.</p> <p>32.2.HCSD PERSONNEL, AS DEFINED ABOVE, SHALL COMPLY WITH ALL APPLICABLE STATE AND FEDERAL LAWS, REGULATIONS, AND HCSD POLICIES. THIS INCLUDES, BUT IS NOT LIMITED TO, COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA) PERTAINING TO PRIVACY AND INFORMATION SECURITY, AS WELL AS, THE DEFICIT REDUCTION ACT OF 2005 PERTAINING TO THE DETECTION AND PREVENTION OF FRAUD WASTE AND ABUSE AND RIGHTS OF EMPLOYEES TO BE PROTECTED AS WHISTLEBLOWERS UNDER THE FALSE CLAIMS ACT.</p> <p>32.3.HCSD PERSONNEL SHALL CONDUCT ALL ACTIVITIES IN ACCORDANCE WITH THE HIGHEST ETHICAL STANDARDS OF THE STATE, THE COMMUNITY, AND THEIR RESPECTIVE PROFESSIONS, IN A MANNER THAT UPHOLDS HCSD'S REPUTATION AND STANDING.</p> <p>32.4.HCSD PERSONNEL HAVE A DUTY TO AVOID CONFLICTS OF INTEREST AND MAY NOT USE THEIR POSITIONS OR AFFILIATION WITH THE HCSD FOR PERSONAL BENEFIT.</p> <p>32.5.HCSD PERSONNEL SHALL STRIVE TO ATTAIN THE HIGHEST STANDARD OF PATIENT CARE AS STATED IN THE HCSD MISSION.</p> <p>32.6.THE HCSD SHALL PROVIDE EQUAL OPPORTUNITY AND PERSONNEL SHALL RESPECT THE DIGNITY OF ALL PATIENTS AND PERSONNEL.</p> <p>32.7.HCSD PERSONNEL MUST UPHOLD THE HIGHEST MORAL AND ETHICAL STANDARDS IN EDUCATION OF HEALTH PROFESSIONALS AND HEALTH RELATED RESEARCH.</p> <p>32.8.HCSD PERSONNEL SHALL MAINTAIN PROPER ACCURATE AND COMPLETE RECORDS AND A RELATIONSHIP OF INTEGRITY WITH ALL PAYOR SOURCES.</p> <p>32.9.ALL BUSINESS PRACTICES OF THE HCSD AND ITS PERSONNEL SHALL BE CONDUCTED WITH HONESTY AND INTEGRITY.</p> <p>32.10.HCSD SHALL HAVE PROPER REGARD FOR HEALTH AND SAFETY FOR ITS PERSONNEL AND PATIENTS.</p> <p>32.11.THE CODE OF CONDUCT IS THE FUNDAMENTAL BASIS FOR THE OPERATION AND ACTIVITIES OF THE HCSD.</p> <p>32.12.HOW TO REPORT A SUSPECTED VIOLATION OF THE CODE A SUSPECTED VIOLATION OF THE CODE OF CONDUCT MAY BE REPORTED WITH ALL PERTINENT INFORMATION TO YOUR IMMEDIATE SUPERVISOR. SUCH MATTERS MAY ALSO BE REPORTED DIRECTLY TO THE COMPLIANCE DEPARTMENT. IN EITHER CASE,THIS REPORTING MAY BE DONE WITHOUT FEAR OF RETALIATION.</p> <p>HCSD COMPLIANCE OFFICE 225-922-0572</p> <p>COMPLIANCE ACCESS LINE AT 1- 800-735-1185.</p> <p>32.13.REPORTS TO THE COMPLIANCE OFFICE OR ACCESS LINE MAY BE ANONYMOUS AND WILL BE MAINTAINED ON A CONFIDENTIAL BASIS AS ALLOWED BY LAW.</p> <p>32.14.VIEW THE ENTIRE HCSD CODE OF CONDUCT AT</p> <p><a href="http://WWW.LSUHOSPITALS.ORG/POLICIES/PUBLIC/DEFAULT.ASP">HTTP://WWW.LSUHOSPITALS.ORG/POLICIES/PUBLIC/DEFAULT.ASP</a> FROM THE RIGHT SIDE OF THE PAGE CLICK ON 8500 COMPLIANCE AND THEN 8501-07 CODE OF CONDUCT.</p> <p>33. CORPORATE BUSINESS INTEREST</p> <p>33.1.ALL VENDORS AND/OR BIDDERS SHALL BE REQUIRED TO PROVIDE INFORMATION REGARDING VENDOR AND/OR BIDDER'S BUSINESS STRUCTURE, MEMBERS, OR THOSE WITH A FINANCIAL INTEREST IN VENDOR AND/OR BIDDER'S BUSINESS SHOULD THAT INFORMATION BE REQUESTED BY LSUHCSD. ANY FAILURE BY VENDOR AND/OR BIDDER TO PROVIDE THE REQUESTED INFORMATION MAY BE CAUSE TO TERMINATE THE CONTRACT OR TO CONSIDER THE BID AS NONRESPONSIVE. THIS INFORMATION</p>	

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<p>SHOULD BE SUBMITTED WITH BID; IF NOT SUBMITTED WITH BID, IT MUST BE SUBMITTED WITHIN 3 DAYS OF REQUEST OR BID MAY BE REJECTED. ADDITIONALLY, VENDOR AND/OR BIDDER SHALL UPDATE THIS INFORMATION SHOULD THERE BE ANY CHANGE IN THE CORPORATE STRUCTURE AND/OR OWNERSHIP OF VENDOR AND/OR BIDDER'S COMPANY.</p> <p>33.2.VENDORS AND/OR BIDDERS SHALL DO THEIR BEST TO PREVENT ANY CONFLICTED RELATIONSHIPS OR CONFLICTS OF INTEREST WITH LSUHCS D PERSONNEL IN CONNECTION WITH THIS BID. FURTHER, VENDORS AND/OR BIDDERS SHALL NOT USE ANY EXISTING CONFLICTED PERSONAL RELATIONSHIPS WITH LSUHCS D PERSONNEL AS AN ADVANTAGE IN THE BID OF AND/OR AWARD OF THIS CONTRACT.</p> <p>33.3.THE CODE OF CONDUCT CONTAINED IN THE INVITATION TO BID SHALL BE APPLICABLE TO VENDOR AND/OR BIDDER, ITS EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AND THEIR EMPLOYEES AS IF THEY WERE EMPLOYEES OF LSUHCS D.</p>	

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<p>EFFECTIVE FOR THE PERIOD BEGINNING JANUARY 1, 2010 THROUGH JUNE 30, 2010</p> <p>ON-SITE JOB VISIT REQUIRED.</p> <p>STANDARD TERMS AND CONDITION OF MAINTENANCE AGREEMENT: INITIAL CLEANING UPON AWARD OF BID, TO INCLUDE ALL PARTS,LABOR,MAINTENANCE KITS, AND TRAVEL</p> <p>VENDOR SHALL PROVIDE A CERTIFIED HP TECHNICIAN WITH PROOF OF CERTIFICATION.</p> <p>IN THE EVENT A PRINTER IS FOUND TO BE BROKEN, DOCUMENTATION SHALL BE PROVIDED WITH REASONS LISTED THAT IT CANNOT BE REPAIRED TO CHUCK TATE.</p> <p>LKMC WILL REQUIRE A "LOANER PRINTER" UNTIL BROKEN ONE IS FIXED OR REPLACED.</p> <p>THE AWARDED VENDOR WILL BE THE ONLY VENDOR TO PERFORM MAINTENANCE ON THE EQUIPMENT. NO PART OF THIS CONTRACT CAN BE SUB-CONTRACTED OUT.</p> <p>RESPONSE TIME: IN THE EVENT MAINTENANCE IS NEEDED VENDOR SHALL BE ON-SITE WITHIN ONE (1) BUSINESS DAY; LKMC HOURS 8 TO 4:30 UNLESS SPECIFIED. EMERGENCY RESPONSE IF NEEDED IS WITHIN 4 HOURS.</p> <p>VENDOR TO PROVIDE A POINT OF CONTACT FOR IT STAFF TO REPORT PROBLEMS.</p> <p>IF A REPLACEMENT PRINTER IS BOUGHT BY LKMC, MAINTENANCE TRANSFERS TO THE NEW PRINTER.</p> <p>TONERS:</p> <p>ALL PRINTER CARTRIDGES SHALL BE THE BRAND AS SPECIFIED ON EACH LINE OR AS EQUAL</p> <p>ALL CARTRIDGES MUST PROVIDE THE SAME NUMBER OF PRINTED PAGES AS BRAND NAME ONES.</p> <p>IF BIDDING OTHER THAN SPECIFIED, SUFFICIENT INFORMATION SHOULD BE ENCLOSED WITH THE BID IN ORDER TO DETERMINE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS.</p> <p>IF REQUESTED, LITERATURE AND/OR SPECIFICATIONS MUST BE SUBMITTED WITHIN SEVEN (7) DAYS. FAILURE TO COMPLY WITH THIS REQUEST MAY ELIMINATE YOUR BID FROM CONSIDERATION.</p> <p>AWARD TO BE MADE ON AN ALL OR NONE BASIS.</p> <p>ORDERED TONER CARTRIDGES DELIVERED TO THE WAREHOUSE BY STANDARD NEXT DAY DELIVERY. ALL CARTRIDGES TO BE LABELED BOTH ON THE CARTRIDGE AND BOX.</p> <p>IF A SUBSTITIUTE IS MADE BY THE VENDOR AT A HIGHER PRICE, LKMC WILL NOT BE INVOICED THE HIGHER PRICE.</p> <p>IF A NEW CARTRIDGE IS RECEIVED DAMAGED, VENDOR WILL RETURN IT AND REPLACE IT FREE OF CHARGE.</p> <p>AWARDED VENDOR WILL PICK-UP OR PROVIDE PREPAID SHIPPING FOR ALL EMPTY CARTRIDGES.</p>	

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<p>THIS CONTRACT MAY BE EXTENDED FOR AN ADDITIONAL 36 MONTHS AT THE SAME TERMS AND CONDITONS IF BOTH PARTIES AGREE.</p> <p>THE QUANTITIES LISTED ARE ESTIMATED. IN THE EVENT A GREATER OF LESSER QUANTITY IS NEEDED, LKMC RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT AT THE SAME UNIT PRICE.</p> <p>LKMC RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH A THIRTY DAY WRITTEN NOTICE.</p> <p>CONTRACTOR'S LIABILITY INSURANCE</p> <p>PROOF OF INSURANCE SHOULD BE SUPPLIED WITH THE BID AND WILL BE REQUIRED BEFORE WORK CAN COMMENCE.</p> <p>INSURANCE COVERAGE SPECIFIED BELOW SHALL BE FURNISHED WITH THE FOLLOWING MINIMUM LIMITS:</p> <p>COMPENSATION INSURANCE: THE CONTRACTOR AND SUBCONTRACTORS SHALL TAKE AND MAINTAIN DURING THE LIFE OF THE CONTRACT WORKMAN'S COMPENSATION INSURANCE FOR ALL OF THEIR EMPLOYEES EMPLOYED AT THE SITE OF THE PROJECT. IN CASE ANY CLASS OF EMPLOYEES ENGAGED IN HAZARDOUS WORK UNDER THE WORKMAN'S COMPENSATION STATUTE, THE CONTRACTOR AND SUBCONTRACTOR SHALL PROVIDE EMPLOYER'S LIABILITY INSURANCE FOR THE PROTECTION OF THEIR EMPLOYEES NOT OTHERWISE PROTECTED.</p> <p>PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE: COMPREHENSIVE PUBLIC GENERAL LIABLITY INSURANCE, INCLUDING BUT NOT LIMITED TO BODILY INJURY, PROPERTY DAMAGE, CONTRACTUAL LIABILITY, PRODUCTS LIABILITY, COMPLETED OPERATIONS AND OWNER'S PROTECTIVE LIABILITY WITH COMBINED SINGLE LIMITS OF \$500,000 PER OCCURRENCE WITH A MINIMUM AGGREGATE OF \$1,000,000.</p> <p>LICENSED AND NON-LICENSED MOTOR VEHICLES: THE CONTRACTOR SHALL TAKE OUT AND MAINTAIN DURING THE LIFE OF THE CONTRACT, AUTOMOBILE PUBLIC LIABILITY INSURANCE IN AN AMOUNT NOT LESS THAN COMBINED SINGLE LIMITS OF \$500,000 PER OCCURRENCE FOR BODILY INJURY/PROPERTY DAMAGE. IF ANY NON-LICENSED MOTOR VEHICLES ARE ENGAGED IN OPERATIONS WITHIN THE TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO PERFORM THEREUNDER, SUCH INSURANCE SHALL COVER THE USE OF ALL SUCH MOTOR VEHICLES ENGAGED IN OPERATING WITHIN THE TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO BE PERFORMED THEREUNDER, UNLESS SUCH COVERAGE IS INCLUDED IN THE INSURANCE SPECIFIED.</p> <p>EACH INSURANCE POLICY REQUIRED BY THIS CLAUSE SHALL BE ENDORSED TO STATE THAT COVERAGE SHALL NOT BE SUSPENDED, VOIDED, CANCELED BY EITHER PARTY, OR REDUCED IN COVERAGE OR IN LIMITS, EXCEPT AFTER THIRTY (30) DAYS' PRIOR WRITTEN NOTICE BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, HAS BEEN GIVEN TO THE AGENCY</p> <p>SUBMITTAL OF ANY TERMS AND CONDITIONS CONTRARY TO THOSE OF LSUHSC MAY CAUSE YOUR BID TO BE REJECTED. BY SIGNING BELOW, TERMS AND CONDITIONS WHICH MAY BE INCLUDED IN YOUR BID ARE NULLIFIED, AND CONTRACTOR AGREES THAT THIS CONTRACT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.</p> <p>_____</p> <p>BIDDER MUST SIGN IN INK</p>	

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<p>THE CONTINUATION OF THIS CONTRACT IS CONTINGENT UPON THE CONTINUATION OF AN APPROPRIATION OF FUNDS TO FULFILL THE REQUIREMENTS OF THE CONTRACT BY THE LEGISLATURE. IF THE LEGISLATURE FAILS TO APPROPRIATE SUFFICIENT MONIES TO PROVIDE FOR THE CONTINUATION OF THE CONTRACT, OR IF SUCH APPROPRIATION IS REDUCED BY THE VETO OF THE GOVERNOR OR BY ANY MEANS PROVIDED IN THE APPROPRIATIONS ACT OR TITLE 39 OF THE LOUISIANA REVISED STATUTES OF 1950 TO PREVENT THE TOTAL APPROPRIATIONS FOR THE YEAR FROM EXCEEDING REVENUES FOR THAT YEAR, OR FOR ANY OTHER LAWFUL PURPOSE, AND THE EFFECT OF SUCH REDUCTION IS TO PROVIDE INSUFFICIENT MONIES FOR THE CONTINUATION OF THE CONTRACT, THE CONTRACT SHALL TERMINATE ON THE DATE OF THE BEGINNING OF THE FIRST FISCAL YEAR FOR WHICH FUNDS ARE NOT APPROPRIATED.</p> <p>WHEN APPLICABLE, AND IF NECESSARY TO COMPLY WITH THE HIPAA PRIVACY RULE, THE SUCCESSFUL VENDOR WILL BE REQUIRED TO EXECUTE OUR BUSINESS ASSOCIATE ADDENDUM, WHICH MUST BE RETURNED WITHIN TEN (10) DAYS AFTER REQUEST</p>	

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<b>UNLESS SPECIFIED ELSEWHERE SHIP TO:</b> <b>52579 Highway 51 South</b> <b>Independence LA 70443</b>					
Line No.	Description			Unit Price	Extended Amount
1	TONER CARTRIDGE M410  Specify brand, model bid(if applicable) _____	10.00	EA	_____	_____
2	TONER CARTRIDGE HP C4096A  Specify brand, model bid(if applicable) _____	30.00	EA	_____	_____
3	TONER CARTRIDGE #C4127A  Specify brand, model bid(if applicable) _____	90.00	EA	_____	_____
4	TONER CARTRIDGE HP 92298  Specify brand, model bid(if applicable) _____	12.00	EA	_____	_____
5	AMERICAN PATRIOT (PART #C4182X/A)TONER CARTRIDGE FOR HP LASERJET 8100/8150 SERIES  Specify brand, model bid(if applicable) _____	10.00	EA	_____	_____
6	TONER CARTRIDGE HP #Q5942A  Specify brand, model bid(if applicable) _____	50.00	EA	_____	_____
7	TONER CARTRIDGE HP #Q1338A  Specify brand, model bid(if applicable) _____	60.00	EA	_____	_____
8	TONER CARTRIDGE, BROTHER MODEL TN570 USED IN PYXIS MACHINES  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____

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Line No.	Description			Unit Price	Extended Amount
9	CARTRIDGE TONER HP LASER JET 1320 #Q5949A  Specify brand, model bid(if applicable) _____	25.00	EA	_____	_____
10	TONER CARTRIDGE HP Q6470A BLACK  Specify brand, model bid(if applicable) _____	14.00	EA	_____	_____
11	TONER CARTRIDGE Q2670A BLK HP3500  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____
12	TONER CARTRIDGE Q2681A CYN HP3700  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____
13	TONER CARTRIDGE Q2682A YEL HP3700  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____
14	TONER CARTRIDGE Q2683A MAG HP3700  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____
15	TONER CARTRIDGE HP Q6471A CYAN  Specify brand, model bid(if applicable) _____	10.00	EA	_____	_____
16	TONER CARTRIDGE HP Q6472A YELLOW  Specify brand, model bid(if applicable) _____	12.00	EA	_____	_____
17	TONER CARTRIDGE HP Q6473A MAGENTA  Specify brand, model bid(if applicable) _____	9.00	EA	_____	_____

# Invitation to Bid

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<b>NUMBER : 000364</b> <b>OPEN DATE : TIME:</b>		<b>BIDDER:</b>			
<b>UNLESS SPECIFIED ELSEWHERE SHIP TO:</b> <b>52579 Highway 51 South</b> <b>Independence LA 70443</b>					
Line No.	Description			Unit Price	Extended Amount
	Specify brand, model bid(if applicable) _____				
18	TONER CARTRIDGE Q3961A CYN HP2840  Specify brand, model bid(if applicable) _____	6.00	EA		
19	TONER CARTRIDGE Q3962A YEL HP2840  Specify brand, model bid(if applicable) _____	6.00	EA		
20	TONER CARTRIDGE Q3963A MAG HP2840  Specify brand, model bid(if applicable) _____	6.00	EA		
21	TONER CARTRIDGE Q3960A BLK HP2840  Specify brand, model bid(if applicable) _____	6.00	EA		
22	Laser Toner Cartridge, HP 92A (C4092A), Hewlett Packard Black  Specify brand, model bid(if applicable) _____	5.00	EA		
23	Laser Toner Cartridge, HP 61X (C8061X) Black  Specify brand, model bid(if applicable) _____	5.00	EA		
24	Laser Toner Cartridge, HP 53A (Q7553A) BLACK  Specify brand, model bid(if applicable) _____	10.00	EA		
25	Laser Toner Cartridge, HP 39A (Q1339A) BLACK	5.00	EA		


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<b>UNLESS SPECIFIED ELSEWHERE SHIP TO:</b>  <b>52579 Highway 51 South</b> <b>Independence LA 70443</b>					
Line No.	Description			Unit Price	Extended Amount
	Specify brand, model bid(if applicable) _____				
26	TONER CARTRIDGE LEXMARK #12A7365  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____
27	HP Color LaserJet CC530A Black Print Cartridge with ColorSphere Toner  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____
28	HP Color LaserJet CC531A Cyan Print Cartridge with ColorSphere Toner  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____
29	HP Color LaserJet CC532A Yellow Print Cartridge with ColorSphere Toner  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____
30	HP Color LaserJet CC533A Magenta Print Cartridge with ColorSphere Toner  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____
31	HP LaserJet 64A Black Print Cartridge (CC364A)  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____
32	Lexmark High Yield Black Toner Cartridge - T650H21A  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____

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<b>UNLESS SPECIFIED ELSEWHERE SHIP TO:</b> <b>52579 Highway 51 South</b> <b>Independence LA 70443</b>					
Line No.	Description			Unit Price	Extended Amount
33	<p>MAINTENANCE ON ALL PRINTERS LOCATED IN THE HOSPITAL AND NUMBER OF EACH LISTED BELOW:</p> <p>Specify brand, model bid(if applicable)</p> <hr style="width: 30%; margin-left: 0;"/> <p style="margin-left: 40px;">VENDOR SHALL SUPPLY ALL LABOR, SUPPLIES, TOOLS AND EQUIPMENT NECESSARY TO PROVIDE MAINTENANCE SERVICE ON ALL THE PRINTERS LOCATED IN THE HOSPITAL AND OTHER HOSPITAL BUILDINGS AT LAKMC IN ACCORDANCE WITH THE ATTACHED TERMS, CONDITIONS, AND SPECIFICATIONS.</p> <p style="margin-left: 40px;">PRINTERS REQUIRING MAINTENANCE AND THE QUANTITY OF EACH ARE AS FOLLOWS:</p> <p style="margin-left: 40px;">MAKE, MODEL AND QUANTITY OF EACH</p> <p style="margin-left: 40px;">HP 4 - 1</p> <p style="margin-left: 40px;">HP 5 - 5</p> <p style="margin-left: 40px;">HP 1320 - 8</p> <p style="margin-left: 40px;">HP 2100 - 13</p> <p style="margin-left: 40px;">HP 2840 - 1</p> <p style="margin-left: 40px;">HP 3200 - 1</p> <p style="margin-left: 40px;">HP 3600 - 5</p> <p style="margin-left: 40px;">HP 3700 - 1</p> <p style="margin-left: 40px;">HP 4000 - 16</p> <p style="margin-left: 40px;">HP 4050 - 9</p> <p style="margin-left: 40px;">HP 4100 - 1</p> <p style="margin-left: 40px;">HP 4200 - 23</p> <p style="margin-left: 40px;">HP 4250 - 16</p> <p style="margin-left: 40px;">HP 8100 - 1</p> <p style="margin-left: 40px;">HP 8150 - 2</p> <p style="margin-left: 40px;">HP CP2025 - 1</p> <p style="margin-left: 40px;">HP P2015 - 5</p> <p style="margin-left: 40px;">HP 4300 - 1</p> <p style="margin-left: 40px;">HP 4015 - 1</p> <p style="margin-left: 40px;">LEXMARK M410 - 2</p> <p style="margin-left: 40px;">LEXMARK T632 - 1</p> <p style="margin-left: 40px;">LEXMARK T652 - 1</p>	6.00	MO		

# Invitation to Bid

<b>Lallie Kemp Medical Center</b>			BIDS WILL BE PUBLICLY OPENED:
VENDOR NO. : SOLICITATION : <b>000364</b> OPENING DATE :			Return Bid in Envelope/Labels Provided to: Purchasing Department <b>52579 Hwy 51 South</b> <b>Independence LA 70443</b>  BUYER : Maurer, Joyce BUYER PHONE : 985/878-1270 DATE ISSUED : 12/16/2009 REQ. NO : 0000485 FISCAL YEAR : 2010
From Req ID - 0000485			
<p style="text-align: center;">INSTRUCTIONS TO BIDDERS</p> <ol style="list-style-type: none"><li>1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.</li><li>2. FILL IN ALL BLANK SPACES.</li><li>3. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALIZED BY THE BIDDER.</li><li>4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D." REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.</li><li>5. SPECIFY YOUR PAYMENT TERMS: _____ . CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS</li></ol> <hr/> <p>BY SIGNING THIS BID, THE BIDDER CERTIFIES:</p> <ul style="list-style-type: none"><li>* THAT NEITHER THIS BUSINESS ENTITY NOR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS IS CURRENTLY LISTED AS EXCLUDED OR SANCTIONED BY EITHER THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, OFFICE OF INSPECTOR GENERAL (OIG) OR THE GENERAL SERVICES ADMINISTRATION (GSA).</li><li>* THAT IF THIS BUSINESS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEAR ON EITHER LISTING, MY BID WILL BE REJECTED.</li><li>* THAT IF AT ANY TIME DURING THE TERM OF THE CONTRACT AWARDED AS A RESULT OF THIS INVITATION TO BID, THIS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEARS ON EITHER LISTING, MY COMPANY WILL NOTIFY THE CONTRACTING AGENCY, AND THE CONTRACT WILL BE TERMINATED. THE CONTRACTING AGENCY WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SAID TERMINATION.</li></ul> <p>THE BIDDER FURTHER CERTIFIES:</p> <ul style="list-style-type: none"><li>* COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS, AND SPECIFICATIONS.</li><li>* THIS BID IS MADE WITHOUT COLLUSION OR FRAUD.</li><li>* THAT ALL TAXES DULY ASSESSED BY THE STATE OF LOUISIANA AND IT'S SUBDIVISIONS, INCLUDING FRANCHISE TAXES, PRIVILEGE TAXES, SALES TAXES AND ALL OTHER TAXES FOR WHICH THE FIRM IS LIABLE HAVE BEEN PAID.</li><li>* THAT IF MY BID IS ACCEPTED WITHIN _____ DAYS FROM BID CLOSING TIME, MY FIRM WILL FURNISH ANY OR ALL OF THE ITEMS (OR SECTIONS) AT THE PRICE OPPOSITE EACH ITEM (OR SECTION).</li><li>* DELIVERY WILL BE MADE WITHIN _____ DAYS AFTER RECEIPT OF ORDER.</li></ul>			
VENDOR PHONE NUMBER:		TITLE	DATE
FAX NUMBER:			
SIGNATURE OF AUTHORIZED BIDDER (MUST BE SIGNED)		NAME OF BIDDER (TYPED OR PRINTED)	

# Invitation to Bid

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<p>6. DESIRED DELIVERY: 10 DAYS ARO, UNLESS SPECIFIED ELSEWHERE</p> <p>7. TO ASSURE CONSIDERATION, ALL BIDS SHOULD BE SUBMITTED IN THE SPECIAL ENVELOPE, OR USE BID LABEL IF FURNISHED FOR THAT PURPOSE. IN THE EVENT YOUR BID CONTAINS BULKY SUBJECT MATERIAL, THE SPECIAL BID ENVELOPE SHOULD BE FIRMLY AFFIXED TO THE MAILING ENVELOPE.</p> <p>8. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.</p> <p>9. IMPORTANT: THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.31).</p> <p>10. INQUIRIES: ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE NUMBER AND ADDRESS SHOWN ABOVE.</p> <p>11. BID FORMS: ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, SHOULD BE SUBMITTED ON, AND IN ACCORDANCE WITH FORMS PROVIDED, PROPERLY SIGNED (SEE #31). BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED.</p> <p>12. STANDARDS OR QUALITY. ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS/HER BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.</p> <p>13. DESCRIPTIVE INFORMATION. BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID, INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR LSUHSC TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATION SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEMS(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.</p> <p>14. BID OPENING. BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING LSUHSC DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.</p> <p>15. AWARDS. AWARD WILL BE MADE TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER. LSUHSC RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUP, OR IN TOTAL, AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.</p> <p>16. PRICES. UNLESS OTHERWISE SPECIFIED BY LSUHSC IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH,</p>	

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<p>BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.</p> <p>17.DELIVERIES. BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.</p> <p>18.TAXES. VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. LSUHSC AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.</p> <p>19.NEW PRODUCTS. UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.</p> <p>20.CONTRACT CANCELLATION. THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE INCLUDING BUT NOT LIMITED TO THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.</p> <p>21.DEFAULT OF CONTRACT. FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE UNIVERSITY HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE UNIVERSITY RESERVES THE RIGHT TO PURCHASE AN OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.</p> <p>22.ORDER OF PRIORITY. IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPEICAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.</p> <p>23.APPLICABLE LAW. ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.</p> <p>24.EQUAL OPPORTUNITY. BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES THAT HE/SHE WILL NOT DISCRIMINATE IN THE RENDERING OF SERVICES TO AND/OR EMPLOYMENT OF INDIVIDUALS BECAUSE OF RACE, COLOR, RELIGION, SEX, AGE, NATIONAL ORIGIN, HANDICAP, DISABILITY, VETERAN STATUS, OR ANY OTHER NON-MERIT FACTOR.</p> <p>25.SPECIAL ACCOMMODATIONS. ANY "QUALIFIED INDIVIDUAL WITH DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.</p> <p>26.IDEMNITY. CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO IDEMNIFY, AND HOLD HARMLESS, LSUHSC, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR,</p>	

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ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE UNIVERSITY, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.

27.INTERPRETATION OF DOCUMENT: ANY INTERPRETATION OF THE BID OR QUOTATION DOCUMENT WILL ONLY BE MADE BY AN ADDENDUM ISSUED IN WRITING BY THE PURCHASING DEPARTMENT. SUCH ADDENDUM WILL BE MAILED OR DELIVERED TO EACH PERSON RECEIVING A SET OF THE ORIGINAL BID OR QUOTATION DOCUMENTS. LSUHSC WILL NOT BE RESPONSIBLE FOR ANY OTHER EXPLANATION OR INTERPRETATION OF THE DOCUMENTS.

28.ACCEPTANCE OF BID: ONLY THE ISSUANCE OF A PURCHASE ORDER OR A SIGNED CONTRACT CONSTITUTES ACCEPTANCE ON THE PART OF LSUHSC.

29.ADHERENCE TO JCAHO STANDARDS: WHERE APPLICABLE, LSUHSC IS ACCREDITED BY THE JOINT COMMISSION ON ACCREDITATION OF HEALTHCARE ORGANIZATIONS AND AS SUCH ALL CONTRACTORS, SUBCONTRACTORS, AND VENDORS AGREE TO ADHERE TO THE APPLICABLE STANDARDS PROMULGATED BY THE COMMISSION.

30.PREFERENCE: IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY. DO YOU CLAIM THIS PREFERENCE? YES \_\_\_\_\_ NO \_\_\_\_\_  
 SPECIFY THE LINE NUMBER (S) \_\_\_\_\_  
 SPECIFY LOCATION WITHIN LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED, PRODUCED, GROWN OR ASSEMBLED \_\_\_\_\_  
 (NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET.)  
 DO YOU HAVE A LOUISIANA BUSINESS WORK FORCE? YES \_\_\_\_\_ NO \_\_\_\_\_  
 IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS? YES \_\_\_\_\_ NO \_\_\_\_\_  
 FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES.  
 PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.

31.SIGNATURE AUTHORITY. IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:

31.1.A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR

31.2.AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY AN ACCOMPANYING CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR

31.3.AN INDIVIDUAL LISTED ON THE STATE OF LOUISIANA BIDDER'S APPLICATION AS AUTHORIZED TO EXECUTE BIDS. BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH THE ABOVE.

32. CODE OF CONDUCT

32.1.THE CODE OF CONDUCT OF THE LSU HEALTH SCIENCES CENTER - HEALTH CARE SERVICES DIVISION (HCSD) PROVIDES THE GUIDING STANDARDS FOR OUR DECISIONS AND ACTIONS AS MEMBERS OF THE HCSD. ALTHOUGH THE CODE CAN NEITHER COVER EVERY SITUATION IN THE DAILY CONDUCT OF OUR VARIED ACTIVITIES, NOR SUBSTITUTE FOR COMMON SENSE, INDIVIDUAL JUDGMENT OR PERSONAL INTEGRITY; IT IS THE DUTY OF EACH OFFICER, DIRECTOR, EMPLOYEE, LEASED EMPLOYEE, STUDENT AND AGENT ("PERSONNEL") OF THE HCSD TO ADHERE, WITHOUT EXCEPTION, TO THE PRINCIPLES SET

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<p>FORTH HEREIN. ALL PERSONNEL OF THE HCSD ARE SUBJECT TO AND SHALL COMPLY WITH THE TERMS OF THIS CODE OF CONDUCT.</p> <p>32.2.HCSD PERSONNEL, AS DEFINED ABOVE, SHALL COMPLY WITH ALL APPLICABLE STATE AND FEDERAL LAWS, REGULATIONS, AND HCSD POLICIES. THIS INCLUDES, BUT IS NOT LIMITED TO, COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA) PERTAINING TO PRIVACY AND INFORMATION SECURITY, AS WELL AS, THE DEFICIT REDUCTION ACT OF 2005 PERTAINING TO THE DETECTION AND PREVENTION OF FRAUD WASTE AND ABUSE AND RIGHTS OF EMPLOYEES TO BE PROTECTED AS WHISTLEBLOWERS UNDER THE FALSE CLAIMS ACT.</p> <p>32.3.HCSD PERSONNEL SHALL CONDUCT ALL ACTIVITIES IN ACCORDANCE WITH THE HIGHEST ETHICAL STANDARDS OF THE STATE, THE COMMUNITY, AND THEIR RESPECTIVE PROFESSIONS, IN A MANNER THAT UPHOLDS HCSD'S REPUTATION AND STANDING.</p> <p>32.4.HCSD PERSONNEL HAVE A DUTY TO AVOID CONFLICTS OF INTEREST AND MAY NOT USE THEIR POSITIONS OR AFFILIATION WITH THE HCSD FOR PERSONAL BENEFIT.</p> <p>32.5.HCSD PERSONNEL SHALL STRIVE TO ATTAIN THE HIGHEST STANDARD OF PATIENT CARE AS STATED IN THE HCSD MISSION.</p> <p>32.6.THE HCSD SHALL PROVIDE EQUAL OPPORTUNITY AND PERSONNEL SHALL RESPECT THE DIGNITY OF ALL PATIENTS AND PERSONNEL.</p> <p>32.7.HCSD PERSONNEL MUST UPHOLD THE HIGHEST MORAL AND ETHICAL STANDARDS IN EDUCATION OF HEALTH PROFESSIONALS AND HEALTH RELATED RESEARCH.</p> <p>32.8.HCSD PERSONNEL SHALL MAINTAIN PROPER ACCURATE AND COMPLETE RECORDS AND A RELATIONSHIP OF INTEGRITY WITH ALL PAYOR SOURCES.</p> <p>32.9.ALL BUSINESS PRACTICES OF THE HCSD AND ITS PERSONNEL SHALL BE CONDUCTED WITH HONESTY AND INTEGRITY.</p> <p>32.10.HCSD SHALL HAVE PROPER REGARD FOR HEALTH AND SAFETY FOR ITS PERSONNEL AND PATIENTS.</p> <p>32.11.THE CODE OF CONDUCT IS THE FUNDAMENTAL BASIS FOR THE OPERATION AND ACTIVITIES OF THE HCSD.</p> <p>32.12.HOW TO REPORT A SUSPECTED VIOLATION OF THE CODE A SUSPECTED VIOLATION OF THE CODE OF CONDUCT MAY BE REPORTED WITH ALL PERTINENT INFORMATION TO YOUR IMMEDIATE SUPERVISOR. SUCH MATTERS MAY ALSO BE REPORTED DIRECTLY TO THE COMPLIANCE DEPARTMENT. IN EITHER CASE,THIS REPORTING MAY BE DONE WITHOUT FEAR OF RETALIATION.</p> <p>HCSD COMPLIANCE OFFICE 225-922-0572</p> <p>COMPLIANCE ACCESS LINE AT 1- 800-735-1185.</p> <p>32.13.REPORTS TO THE COMPLIANCE OFFICE OR ACCESS LINE MAY BE ANONYMOUS AND WILL BE MAINTAINED ON A CONFIDENTIAL BASIS AS ALLOWED BY LAW.</p> <p>32.14.VIEW THE ENTIRE HCSD CODE OF CONDUCT AT</p> <p><a href="http://WWW.LSUHOSPITALS.ORG/POLICIES/PUBLIC/DEFAULT.ASP">HTTP://WWW.LSUHOSPITALS.ORG/POLICIES/PUBLIC/DEFAULT.ASP</a> FROM THE RIGHT SIDE OF THE PAGE CLICK ON 8500 COMPLIANCE AND THEN 8501-07 CODE OF CONDUCT.</p> <p>33. CORPORATE BUSINESS INTEREST</p> <p>33.1.ALL VENDORS AND/OR BIDDERS SHALL BE REQUIRED TO PROVIDE INFORMATION REGARDING VENDOR AND/OR BIDDER'S BUSINESS STRUCTURE, MEMBERS, OR THOSE WITH A FINANCIAL INTEREST IN VENDOR AND/OR BIDDER'S BUSINESS SHOULD THAT INFORMATION BE REQUESTED BY LSUHCSD. ANY FAILURE BY VENDOR AND/OR BIDDER TO PROVIDE THE REQUESTED INFORMATION MAY BE CAUSE TO TERMINATE THE CONTRACT OR TO CONSIDER THE BID AS NONRESPONSIVE. THIS INFORMATION</p>	

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<p>SHOULD BE SUBMITTED WITH BID; IF NOT SUBMITTED WITH BID, IT MUST BE SUBMITTED WITHIN 3 DAYS OF REQUEST OR BID MAY BE REJECTED. ADDITIONALLY, VENDOR AND/OR BIDDER SHALL UPDATE THIS INFORMATION SHOULD THERE BE ANY CHANGE IN THE CORPORATE STRUCTURE AND/OR OWNERSHIP OF VENDOR AND/OR BIDDER'S COMPANY.</p> <p>33.2.VENDORS AND/OR BIDDERS SHALL DO THEIR BEST TO PREVENT ANY CONFLICTED RELATIONSHIPS OR CONFLICTS OF INTEREST WITH LSUHCS D PERSONNEL IN CONNECTION WITH THIS BID. FURTHER, VENDORS AND/OR BIDDERS SHALL NOT USE ANY EXISTING CONFLICTED PERSONAL RELATIONSHIPS WITH LSUHCS D PERSONNEL AS AN ADVANTAGE IN THE BID OF AND/OR AWARD OF THIS CONTRACT.</p> <p>33.3.THE CODE OF CONDUCT CONTAINED IN THE INVITATION TO BID SHALL BE APPLICABLE TO VENDOR AND/OR BIDDER, ITS EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AND THEIR EMPLOYEES AS IF THEY WERE EMPLOYEES OF LSUHCS D.</p>	

# Invitation to Bid

<b>SPECIAL TERMS &amp; CONDITIONS</b>	Page 7 of 14
<b>NUMBER : 000364</b> <b>OPEN DATE : TIME:</b>	<b>BIDDER:</b>
<p>EFFECTIVE FOR THE PERIOD BEGINNING JANUARY 1, 2010 THROUGH JUNE 30, 2010</p> <p>ON-SITE JOB VISIT REQUIRED.</p> <p>STANDARD TERMS AND CONDITION OF MAINTENANCE AGREEMENT: INITIAL CLEANING UPON AWARD OF BID, TO INCLUDE ALL PARTS,LABOR,MAINTENANCE KITS, AND TRAVEL</p> <p>VENDOR SHALL PROVIDE A CERTIFIED HP TECHNICIAN WITH PROOF OF CERTIFICATION.</p> <p>IN THE EVENT A PRINTER IS FOUND TO BE BROKEN, DOCUMENTATION SHALL BE PROVIDED WITH REASONS LISTED THAT IT CANNOT BE REPAIRED TO CHUCK TATE.</p> <p>LKMC WILL REQUIRE A "LOANER PRINTER" UNTIL BROKEN ONE IS FIXED OR REPLACED.</p> <p>THE AWARDED VENDOR WILL BE THE ONLY VENDOR TO PERFORM MAINTENANCE ON THE EQUIPMENT. NO PART OF THIS CONTRACT CAN BE SUB-CONTRACTED OUT.</p> <p>RESPONSE TIME: IN THE EVENT MAINTENANCE IS NEEDED VENDOR SHALL BE ON-SITE WITHIN ONE (1) BUSINESS DAY; LKMC HOURS 8 TO 4:30 UNLESS SPECIFIED. EMERGENCY RESPONSE IF NEEDED IS WITHIN 4 HOURS.</p> <p>VENDOR TO PROVIDE A POINT OF CONTACT FOR IT STAFF TO REPORT PROBLEMS.</p> <p>IF A REPLACEMENT PRINTER IS BOUGHT BY LKMC, MAINTENANCE TRANSFERS TO THE NEW PRINTER.</p> <p>TONERS:</p> <p>ALL PRINTER CARTRIDGES SHALL BE THE BRAND AS SPECIFIED ON EACH LINE OR AS EQUAL</p> <p>ALL CARTRIDGES MUST PROVIDE THE SAME NUMBER OF PRINTED PAGES AS BRAND NAME ONES.</p> <p>IF BIDDING OTHER THAN SPECIFIED, SUFFICIENT INFORMATION SHOULD BE ENCLOSED WITH THE BID IN ORDER TO DETERMINE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS.</p> <p>IF REQUESTED, LITERATURE AND/OR SPECIFICATIONS MUST BE SUBMITTED WITHIN SEVEN (7) DAYS. FAILURE TO COMPLY WITH THIS REQUEST MAY ELIMINATE YOUR BID FROM CONSIDERATION.</p> <p>AWARD TO BE MADE ON AN ALL OR NONE BASIS.</p> <p>ORDERED TONER CARTRIDGES DELIVERED TO THE WAREHOUSE BY STANDARD NEXT DAY DELIVERY. ALL CARTRIDGES TO BE LABELED BOTH ON THE CARTRIDGE AND BOX.</p> <p>IF A SUBSTITIUTE IS MADE BY THE VENDOR AT A HIGHER PRICE, LKMC WILL NOT BE INVOICED THE HIGHER PRICE.</p> <p>IF A NEW CARTRIDGE IS RECEIVED DAMAGED, VENDOR WILL RETURN IT AND REPLACE IT FREE OF CHARGE.</p> <p>AWARDED VENDOR WILL PICK-UP OR PROVIDE PREPAID SHIPPING FOR ALL EMPTY CARTRIDGES.</p>	

# Invitation to Bid

<b>SPECIAL TERMS &amp; CONDITIONS</b>	Page 8 of 14
<b>NUMBER : 000364</b> <b>OPEN DATE : TIME:</b>	<b>BIDDER:</b>

THIS CONTRACT MAY BE EXTENDED FOR AN ADDITIONAL 36 MONTHS AT THE SAME TERMS AND CONDITONS IF BOTH PARTIES AGREE.

THE QUANTITIES LISTED ARE ESTIMATED. IN THE EVENT A GREATER OF LESSER QUANTITY IS NEEDED, LKMC RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT AT THE SAME UNIT PRICE.

LKMC RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH A THIRTY DAY WRITTEN NOTICE.

CONTRACTOR'S LIABILITY INSURANCE

PROOF OF INSURANCE SHOULD BE SUPPLIED WITH THE BID AND WILL BE REQUIRED BEFORE WORK CAN COMMENCE.

INSURANCE COVERAGE SPECIFIED BELOW SHALL BE FURNISHED WITH THE FOLLOWING MINIMUM LIMITS:

COMPENSATION INSURANCE: THE CONTRACTOR AND SUBCONTRACTORS SHALL TAKE AND MAINTAIN DURING THE LIFE OF THE CONTRACT WORKMAN'S COMPENSATION INSURANCE FOR ALL OF THEIR EMPLOYEES EMPLOYED AT THE SITE OF THE PROJECT. IN CASE ANY CLASS OF EMPLOYEES ENGAGED IN HAZARDOUS WORK UNDER THE WORKMAN'S COMPENSATION STATUTE, THE CONTRACTOR AND SUBCONTRACTOR SHALL PROVIDE EMPLOYER'S LIABILITY INSURANCE FOR THE PROTECTION OF THEIR EMPLOYEES NOT OTHERWISE PROTECTED.

PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE: COMPREHENSIVE PUBLIC GENERAL LIABLITY INSURANCE, INCLUDING BUT NOT LIMITED TO BODILY INJURY, PROPERTY DAMAGE, CONTRACTUAL LIABILITY, PRODUCTS LIABILITY, COMPLETED OPERATIONS AND OWNER'S PROTECTIVE LIABILITY WITH COMBINED SINGLE LIMITS OF \$500,000 PER OCCURRENCE WITH A MINIMUM AGGREGATE OF \$1,000,000.

LICENSED AND NON-LICENSED MOTOR VEHICLES: THE CONTRACTOR SHALL TAKE OUT AND MAINTAIN DURING THE LIFE OF THE CONTRACT, AUTOMOBILE PUBLIC LIABILITY INSURANCE IN AN AMOUNT NOT LESS THAN COMBINED SINGLE LIMITS OF \$500,000 PER OCCURRENCE FOR BODILY INJURY/PROPERTY DAMAGE. IF ANY NON-LICENSED MOTOR VEHICLES ARE ENGAGED IN OPERATIONS WITHIN THE TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO PERFORM THEREUNDER, SUCH INSURANCE SHALL COVER THE USE OF ALL SUCH MOTOR VEHICLES ENGAGED IN OPERATING WITHIN THE TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO BE PERFORMED THEREUNDER, UNLESS SUCH COVERAGE IS INCLUDED IN THE INSURANCE SPECIFIED.

EACH INSURANCE POLICY REQUIRED BY THIS CLAUSE SHALL BE ENDORSED TO STATE THAT COVERAGE SHALL NOT BE SUSPENDED, VOIDED, CANCELED BY EITHER PARTY, OR REDUCED IN COVERAGE OR IN LIMITS, EXCEPT AFTER THIRTY (30) DAYS' PRIOR WRITTEN NOTICE BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, HAS BEEN GIVEN TO THE AGENCY

SUBMITTAL OF ANY TERMS AND CONDITIONS CONTRARY TO THOSE OF LSUHSC MAY CAUSE YOUR BID TO BE REJECTED. BY SIGNING BELOW, TERMS AND CONDITIONS WHICH MAY BE INCLUDED IN YOUR BID ARE NULLIFIED, AND CONTRACTOR AGREES THAT THIS CONTRACT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

BIDDER MUST SIGN IN INK

# Invitation to Bid

<b>SPECIAL TERMS &amp; CONDITIONS</b>	Page 9 of 14
<b>NUMBER : 000364</b> <b>OPEN DATE : TIME:</b>	<b>BIDDER:</b>
<p>THE CONTINUATION OF THIS CONTRACT IS CONTINGENT UPON THE CONTINUATION OF AN APPROPRIATION OF FUNDS TO FULFILL THE REQUIREMENTS OF THE CONTRACT BY THE LEGISLATURE. IF THE LEGISLATURE FAILS TO APPROPRIATE SUFFICIENT MONIES TO PROVIDE FOR THE CONTINUATION OF THE CONTRACT, OR IF SUCH APPROPRIATION IS REDUCED BY THE VETO OF THE GOVERNOR OR BY ANY MEANS PROVIDED IN THE APPROPRIATIONS ACT OR TITLE 39 OF THE LOUISIANA REVISED STATUTES OF 1950 TO PREVENT THE TOTAL APPROPRIATIONS FOR THE YEAR FROM EXCEEDING REVENUES FOR THAT YEAR, OR FOR ANY OTHER LAWFUL PURPOSE, AND THE EFFECT OF SUCH REDUCTION IS TO PROVIDE INSUFFICIENT MONIES FOR THE CONTINUATION OF THE CONTRACT, THE CONTRACT SHALL TERMINATE ON THE DATE OF THE BEGINNING OF THE FIRST FISCAL YEAR FOR WHICH FUNDS ARE NOT APPROPRIATED.</p> <p>WHEN APPLICABLE, AND IF NECESSARY TO COMPLY WITH THE HIPAA PRIVACY RULE, THE SUCCESSFUL VENDOR WILL BE REQUIRED TO EXECUTE OUR BUSINESS ASSOCIATE ADDENDUM, WHICH MUST BE RETURNED WITHIN TEN (10) DAYS AFTER REQUEST</p>	

# Invitation to Bid

<b>PRICE SHEET</b>		Page 10 of 14			
<b>NUMBER : 000364</b> <b>OPEN DATE : TIME:</b>		<b>BIDDER:</b>			
<b>UNLESS SPECIFIED ELSEWHERE SHIP TO:</b> <b>52579 Highway 51 South</b> <b>Independence LA 70443</b>					
Line No.	Description			Unit Price	Extended Amount
1	TONER CARTRIDGE M410  Specify brand, model bid(if applicable) _____	10.00	EA	_____	_____
2	TONER CARTRIDGE HP C4096A  Specify brand, model bid(if applicable) _____	30.00	EA	_____	_____
3	TONER CARTRIDGE #C4127A  Specify brand, model bid(if applicable) _____	90.00	EA	_____	_____
4	TONER CARTRIDGE HP 92298  Specify brand, model bid(if applicable) _____	12.00	EA	_____	_____
5	AMERICAN PATRIOT (PART #C4182X/A) TONER CARTRIDGE FOR HP LASERJET 8100/8150 SERIES  Specify brand, model bid(if applicable) _____	10.00	EA	_____	_____
6	TONER CARTRIDGE HP #Q5942A  Specify brand, model bid(if applicable) _____	50.00	EA	_____	_____
7	TONER CARTRIDGE HP #Q1338A  Specify brand, model bid(if applicable) _____	60.00	EA	_____	_____
8	TONER CARTRIDGE, BROTHER MODEL TN570 USED IN PYXIS MACHINES  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____

# Invitation to Bid

<b>PRICE SHEET</b>		Page 11 of 14			
<b>NUMBER : 000364</b> <b>OPEN DATE : TIME:</b>		<b>BIDDER:</b>			
<b>UNLESS SPECIFIED ELSEWHERE SHIP TO:</b> <div style="text-align: center;"> <b>52579 Highway 51 South</b>  <b>Independence LA 70443</b> </div>					
Line No.	Description			Unit Price	Extended Amount
9	CARTRIDGE TONER HP LASER JET 1320 #Q5949A  Specify brand, model bid(if applicable) _____	25.00	EA	_____	_____
10	TONER CARTRIDGE HP Q6470A BLACK  Specify brand, model bid(if applicable) _____	14.00	EA	_____	_____
11	TONER CARTRIDGE Q2670A BLK HP3500  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____
12	TONER CARTRIDGE Q2681A CYN HP3700  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____
13	TONER CARTRIDGE Q2682A YEL HP3700  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____
14	TONER CARTRIDGE Q2683A MAG HP3700  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____
15	TONER CARTRIDGE HP Q6471A CYAN  Specify brand, model bid(if applicable) _____	10.00	EA	_____	_____
16	TONER CARTRIDGE HP Q6472A YELLOW  Specify brand, model bid(if applicable) _____	12.00	EA	_____	_____
17	TONER CARTRIDGE HP Q6473A MAGENTA  Specify brand, model bid(if applicable) _____	9.00	EA	_____	_____

# Invitation to Bid

<b>PRICE SHEET</b>		Page 12 of 14			
<b>NUMBER : 000364</b> <b>OPEN DATE :                      TIME:</b>		<b>BIDDER:</b>			
<b>UNLESS SPECIFIED ELSEWHERE SHIP TO:</b>  <b>52579 Highway 51 South</b> <b>Independence LA 70443</b>					
Line No.	Description			Unit Price	Extended Amount
	Specify brand, model bid(if applicable) _____				
18	TONER CARTRIDGE Q3961A CYN HP2840  Specify brand, model bid(if applicable) _____	6.00	EA	_____	_____
19	TONER CARTRIDGE Q3962A YEL HP2840  Specify brand, model bid(if applicable) _____	6.00	EA	_____	_____
20	TONER CARTRIDGE Q3963A MAG HP2840  Specify brand, model bid(if applicable) _____	6.00	EA	_____	_____
21	TONER CARTRIDGE Q3960A BLK HP2840  Specify brand, model bid(if applicable) _____	6.00	EA	_____	_____
22	Laser Toner Cartridge, HP 92A (C4092A), Hewlett Packard Black  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____
23	Laser Toner Cartridge, HP 61X (C8061X) Black  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____
24	Laser Toner Cartridge, HP 53A (Q7553A) BLACK  Specify brand, model bid(if applicable) _____	10.00	EA	_____	_____
25	Laser Toner Cartridge, HP 39A (Q1339A) BLACK	5.00	EA	_____	_____

# Invitation to Bid

<b>PRICE SHEET</b>		Page 13 of 14			
<b>NUMBER : 000364</b> <b>OPEN DATE :                      TIME:</b>		<b>BIDDER:</b>			
<b>UNLESS SPECIFIED ELSEWHERE SHIP TO:</b>  <b>52579 Highway 51 South</b> <b>Independence LA 70443</b>					
Line No.	Description			Unit Price	Extended Amount
	Specify brand, model bid(if applicable) _____				
26	TONER CARTRIDGE LEXMARK #12A7365  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____
27	HP Color LaserJet CC530A Black Print Cartridge with ColorSphere Toner  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____
28	HP Color LaserJet CC531A Cyan Print Cartridge with ColorSphere Toner  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____
29	HP Color LaserJet CC532A Yellow Print Cartridge with ColorSphere Toner  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____
30	HP Color LaserJet CC533A Magenta Print Cartridge with ColorSphere Toner  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____
31	HP LaserJet 64A Black Print Cartridge (CC364A)  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____
32	Lexmark High Yield Black Toner Cartridge - T650H21A  Specify brand, model bid(if applicable) _____	5.00	EA	_____	_____

# Invitation to Bid

PRICE SHEET		Page 14 of 14			
NUMBER : 000364		BIDDER:			
OPEN DATE : TIME:					
<p>UNLESS SPECIFIED ELSEWHERE SHIP TO:</p> <p>52579 Highway 51 South Independence LA 70443</p>					
Line No.	Description			Unit Price	Extended Amount
33	<p>MAINTENANCE ON ALL PRINTERS LOCATED IN THE HOSPITAL AND NUMBER OF EACH LISTED BELOW:</p> <p>Specify brand, model bid(if applicable)</p> <p>_____</p> <p>VENDOR SHALL SUPPLY ALL LABOR, SUPPLIES, TOOLS AND EQUIPMENT NECESSARY TO PROVIDE MAINTENANCE SERVICE ON ALL THE PRINTERS LOCATED IN THE HOSPITAL AND OTHER HOSPITAL BUILDINGS AT LAKMC IN ACCORDANCE WITH THE ATTACHED TERMS, CONDITIONS, AND SPECIFICATIONS.</p> <p>PRINTERS REQUIRING MAINTENANCE AND THE QUANTITY OF EACH ARE AS FOLLOWS:</p> <p>MAKE, MODEL AND QUANTITY OF EACH</p> <p>HP 4 - 1</p> <p>HP 5 - 5</p> <p>HP 1320 - 8</p> <p>HP 2100 - 13</p> <p>HP 2840 - 1</p> <p>HP 3200 - 1</p> <p>HP 3600 - 5</p> <p>HP 3700 - 1</p> <p>HP 4000 - 16</p> <p>HP 4050 - 9</p> <p>HP 4100 - 1</p> <p>HP 4200 - 23</p> <p>HP 4250 - 16</p> <p>HP 8100 - 1</p> <p>HP 8150 - 2</p> <p>HP CP2025 - 1</p> <p>HP P2015 - 5</p> <p>HP 4300 - 1</p> <p>HP 4015 - 1</p> <p>LEXMARK M410 - 2</p> <p>LEXMARK T632 - 1</p> <p>LEXMARK T652 - 1</p>	6.00	MO		